



State of Washington  
**DEPARTMENT OF GENERAL ADMINISTRATION**

**Office of State Procurement**

*Rm. 201 General Administration Building, 210 11<sup>TH</sup> Ave. Room 201, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400*

<http://www.ga.wa.gov/purchase>

**And**

**WESTERN STATES CONTRACTING ALLIANCE  
(WSCA)**

**REQUEST FOR PROPOSAL**

**For the**

**Public Safety Communication Contract**

| <u>Contract Number</u> | <u>Pre-Proposal Conference Date &amp;<br/>Time</u> | <u>Proposal Opening Date &amp; Time</u> |
|------------------------|----------------------------------------------------|-----------------------------------------|
| <b>02702</b>           | <b>June 17 and 18, 2003– 9:00 A.M.</b>             | <b>July 22, 2003- 2:00 PM.</b>          |

***PROPOSALS MUST BE RECEIVED AT 210 11<sup>TH</sup> AVE, RM. 201, GENERAL ADMINISTRATION BUILDING ON OR BEFORE OPENING DATE & TIME***

Guy Cranor

State Procurement Officer

Phone (360) 902-7369

Fax (360) 586-2426

E-mail [gcranor@ga.wa.gov](mailto:gcranor@ga.wa.gov)

For a site map to the Capitol Campus, click [http://access.wa.gov/government/images/campus\\_map.jpg](http://access.wa.gov/government/images/campus_map.jpg).

Driving directions and parking information <http://www.leg.wa.gov/common/maps/parking.htm>

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**I. ANNOUNCEMENT AND SPECIAL INFORMATION**

This invitation includes three separate parts.:

This document, entitled [Request for Proposal](#), is Part 1. Part 1, when completed signed and submitted becomes your official [proposal](#) document.

Part 2, entitled Competitive Procurement Standards contains the Standard Terms and Conditions, Instructions to Proposer(s), and Standard Definitions applicable to the [proposal](#) document. You do not need to return Part 2; however, the version in effect on the opening date of the [proposal](#) shall apply to contracts awarded herein and should be retained for future reference. See our Internet site for a current version at <http://www.ga.wa.gov/pca/cps.htm>.

Part 3, Entitled Phase 2, Equipment Specifications. You are required to return Part 3 and when completed it becomes part of your official proposal. The specifications may be download at: <http://www.ga.wa.gov/servlet/PCABidScheduleSv>

**1. PROPOSAL INFORMATION**

Proposal information, including price sheets, will not be available for public disclosure until after award of the contract. At the time of proposal opening, only the name of the Proposer and time of proposal receipt will be read aloud.

**2. EXCEPTIONS TO RFP**

Prospective Proposers should carefully review the RFP and ALL of its attachments prior to the Pre-Proposal Conference. Any Proposers wishing to take exception to any of the contents of this RFP should notify the State Procurement Officer in writing as soon as possible, but not later than the Pre-Proposal Conference on June 18, 2003.

**3. PRE-PROPOSAL CONFERENCE**

An [optional](#) conference to address contractual requirements will be held at the time and location indicated below. Prospective Proposers are encouraged to be present. If changes are required as a result of the conference, written proposal amendments will be issued. Please fax or email RSVP TO PRE-PROPOSAL CONFERENCE (Attachment "G") before June 10, 2003

**Note:** Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with pre-arrangement with the Office of State Procurement (OSP). Contact the State Procurement Officer identified on the face page of this document.

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pre Bid Date and Time:</b> | <b>June 17, 2003 9:00 AM – RFP document review</b><br><b>Specifications Review:</b><br><b>June 17, 2003 10:00 AM Phase 2 Category 1 Radio Analog and Digital</b><br><b>June 17, 2003 2:00 PM Phase 2 Category 2 Aircraft Radio</b><br><b>June 17, 2003 3:00 PM Phase 2 Category 3 In-Band Radio Repeaters</b><br><b>June 17, 2003 4:00 PM Phase 2 Category 4 Gateway Devices</b><br><br><b>June 18, 2003 9:00 AM – RFP document review</b><br><b>Specifications Review:</b><br><b>June 18, 2003 10:00 AM Phase 2 Category 5 Digital Microwave Radios</b><br><b>June 18, 2003 1:00 PM Phase 2 Category 6 Communication Towers</b><br><b>June 18, 2003 3:00 PM Phase 2 Category 7 Microwave Antennas, Waveguide &amp; Associated Hardware</b><br><b>June 18, 2003 4:00 PM Phase 2 Category 8 Test Equipment</b> |
| <b>Pre Bid Location:</b>      | <b>Office of State Procurement</b><br><b>210 11<sup>th</sup> AVE SW GA Building Auditorium</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Corner of 11<sup>th</sup> and Columbia  
Olympia Washington 98504-1017

#### 4. SCOPE

**Purchasers:** Vendors participating in a WSCA contract are administratively and legally advantaged by having only one set of contract terms to manage their business across multiple participating states. The primary purchaser(s) for Contract 02702 will be the Lead State of Washington and the Western States Contracting Alliance (WSCA) initial states of Hawaii, Idaho, Montana, and Oregon. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum. Based upon contractor's agreement, the contract will be made available to political subdivisions and non-profit organizations, which are members of the State of Washington Purchasing Cooperative (WSPC) and/or State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) and/or any WSCA state political subdivisions and non-profits organizations. A list of Washington members is available on the Internet <http://www.ga.wa.gov/pca/cooplist.htm>. A list of Oregon members is available through the Vendor Information Program (VIP) which you can access from their Internet site at: <http://tpps.das.state.or.us/purchasing/cooperative/coop-menu.html>. Contractors shall not process state contract orders from unauthorized purchasers.

While use of the contract by members of the WSPC and DASCPP/ORCPP is optional, the state encourages them to use state contracts. Their use of the contracts may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The participating WSCA states accept no responsibility for payment by WSPC or DASCPP/ORCPP and/or any WSCA state political subdivisions and non-profits organizations members.

**Purchases by Nonprofit Corporations:** Recently enacted legislation allows nonprofit corporations to participate in state contracts for purchases administered by the State of Washington Office of State Procurement (OSP). By mutual agreement with OSP, the contractor may sell goods or services at contract pricing awarded under this contract to self certified nonprofit corporations. Such organizations purchasing under this contract shall do so only to the extent they retain eligibility and comply with other contract and statutory provisions. The contractor may make reasonable inquiry of credit worthiness prior to accepting orders or delivering goods or services on contract. The participating WSCA states accept no responsibility for payments by nonprofit corporations. Contractor may not change contracted payment terms for nonprofit orders.

**Term:** The term of this contract will be from date of award for a period of thirty-six months (**36-Months**) with the option to extend for additional terms or portions. Extensions will be subject to mutual agreement. The total contract term may not exceed ten (10) years.

**"WSCA Initial States"** Include the states of Hawaii, Idaho, Montana, Oregon, and Washington.

**"WSCA Member States"** Include the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**"Lead State"** Is the State of Washington.

**"WSCA"** Means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**WSCA Background Information:** WSCA was formed in October 1993. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting, to ensure the commitment of each participating state and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA maintains a cooperative relationship with the National Association of State Purchasing Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services and to promote interoperability and sharing amongst the WSCA participants.

## Request for Proposal #02702

Membership consists of the principal procurement official that leads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. While it is very unlikely that the majority of the WSCA State governments will initially become participating entities under the price agreement, it is very likely the numerous governmental entities within the WSCA states will participate. It is anticipated that the WSCA state governments will become participating entities when their current direct price agreements(s) for communication equipment and services expire. Nevertheless, the success of a price agreement will largely depend upon the contractor's ability to promote and market the agreement along with the product pricing.

**“NASPO”** Means the **National Association of State Procurement Officials**, which is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information and cooperate to attain greater efficiency and economy.

**The purpose** of this RFP is to establish a convenience, multi-state, contract for the purchase of Public Safety Communication Equipment, and programs as they are needed, and as they are defined in this RFP. Proposals must be submitted with the intent to fully support the initial WSCA states of Hawaii, Idaho, Montana, Oregon, and Washington. The WSCA directors may authorize state and local governmental entities throughout the nation (NASPO) the use of this contract subject to approval of the local state purchasing director and local statutory provisions. The selected contractors shall accept purchase orders from and deliver products to approved purchasing entities. Contractors are required to offer warranty and maintenance services on products purchased under these agreements. Only Manufacturers [no apostrophe] may submit proposals for products and/or services that they themselves produce in Phase I and/or Phase II of this RFP. Phase I and Phase II are as follows:

### **Phase 1: Public Safety Communication Equipment and Support Services for Currently Installed Systems:**

The manufacturers that are listed below are needed to continue to support the current equipment used at WSCA locations. It is anticipated that an award will be made for each of the manufacturers listed below (or manufacturers that are added at time of bid opening), if their proposal's are deemed to be responsive and if the prices offered are found to be competitive and within GSA, industry standard pricing for a similar contract, or if the price that is offered and accepted from Phase II. Additional manufacturers may be added at time of proposal opening if a proposal is submitted by a manufacturer not listed below. The additional manufacturer must have equipment installed in a WSCA initial state (State Government, State Higher Education, or Local Government facility, (US Military and Federal Installations excluded)) and meet all proposal requirements. For Phase 1, the contract pricing shall be the percentage discount off the manufacturer's most current price list that is used for the purpose of establishing a selling price for parts and equipment and shall be provide fixed price for associated support services. The percentage discount that a Proposer offers will be used for line items they can provide. After award, if contractors offered a higher discount levels in their Phase 2 proposal, that higher discount level will be reflected in the Phase 1 contract. Proposer's must complete all requested bid submittals plus SPECIFICATIONS Phase 1 and PRICE SHEETS Phase 1.

Once a percentage discount off the manufacturer's most current dated price list has been accepted by the Lead State, it shall remain firm (not subject to change) during the initial 12-months of the contract.

|                      |
|----------------------|
| <b>MANUFACTURERS</b> |
|----------------------|

|                                      |
|--------------------------------------|
| EF Johnson                           |
| Motorola                             |
| Kenwood                              |
| Harris (microwave, and components)   |
| Relm (King)                          |
| Bendix/King (Aircraft)               |
| Thales (Racal)                       |
| Midland/Uniden                       |
| Daniels Electronics                  |
| Vertex                               |
| Alcatel                              |
| C & D Battery                        |
| Global Wolfsberg                     |
| GNB Absolyte Battery                 |
| MA/COM, (Ericsson, General Electric) |
| Power Conversion Products            |
| Tait Electronics USA, Inc.           |
| Technisonic (Aircraft)               |
| Zetron                               |
| ELTEK                                |
| CERAGON Networks                     |

### Phase 2 New Communication Systems and Equipment:

Download the category Specifications and Price Sheets you are bidding on at the link(s) listed below. These category specifications and category price sheets must be included in your proposal. The Equipment Specifications and Price Sheets are as follows:

**Category 1 Radio Analog and Digital (Two Way Communication Systems) Portable, Mobile, Desk-Top, Base and Repeater Stations VHF 136-174 MHz, UHF 450-470 MHz, UHF 806-870 MHz Frequencies, Infrastructure Equipment and Consoles**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category1.zip>

Please note that this file is in zip format—you will need a utility such as WinZip or WinRAR to extract the specification documents.

**Category 2 Aircraft AM – FM Band Radios**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category2.doc>

**Category 3 In-Band Mobile/Portable Radio Repeater, Analog and Digital**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category3.doc>

**Category 4 Gateway Devices, Audio Switch unit/Radio Router JPS ACU-1000, Audio Switch ICRI Unit, MA/COM IT Based Solution.**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category4.doc>

**Category 5 Digital Microwave Radios, 6GHz, 11GHz, 18GHz and 23Ghz**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category5.doc>

**Category 6 Communication Towers, Guyed and 3 Legged -Triangular**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category6.doc>

**Category 7 Microwave Antennas, Waveguide & Associated Hardware**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category7.doc>

**Category 8 Test equipment, Analog and Digital**



The intent of this program is to expand contract coverage to as many of the WSCA states and potentially non-WSCA states, desiring contract participation. Proposals must be submitted with the intent to provide the benefits of this contract to all WSCA Member states.

The Lead State may chose to only award Phase 1 or all of Phase 2 or any single Phase 2 Category.

The Lead State may chose to award this RFP in stages such as Phase 1, Phase 2 Category 1, then Phase 2 Category 2, etc..

**Estimated Usage:** We estimate that purchases over the three-year initial term of the contract will approximate \$500,000,000. Estimates are based on information provided by a number of manufacturers, and this value represents anticipated usage by the third year of the contract. The State does not guarantee any minimum purchase. Orders will be placed on an as needed basis. Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

## **II. WESTERN STATES CONTRACTING ALLIANCE (WSCA), STANDARD TERMS AND CONDITIONS**

### **1. DEFINITIONS:**

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Proposer” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“Evaluation Committee or Team” means a body appointed by the State Procurement Officer to perform the evaluation of offerors proposals.

“Finalist” is defined as an offeror who meets all mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“Intent to Participate” means the form executed by a State Procurement Official that describes the cooperative procurement and signifies the State’s willingness to enter into the cooperative procurement. For this solicitation, Participating States shall complete a Participating Addendum.

“Mandatory” The terms “must”, “shall”, “will”, “is required” or “are required” identify a mandatory item of factor. Failure to meet a mandatory item or factor will result in the rejection of the offerors proposal.

“Offer” or “Bid “ or “Proposal” generally refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Proposer” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used. This solicitation will use the terms “Offer”, “Offeror” “Proposer” and “Proposal”.

“Procurement Officer” means the person or designee authorized by the State Procurement Officer to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Products and Services Schedule” or “PSS” refers to a complete list, grouped by major product and/or services categories, of the products and services provided by the contractor which consists of an item number, item description and the Purchasing entity’s price for each product or service. All such products and services shall be listed on a contractor supplied web site accessed via a URL or other means approved by the Procurement Officer.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State, refers to any WSCA state agency or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirement set forth in the request for proposals. Material respects of a request for proposals included, but are not limited to, price, quality, quantity or delivery requirements.

“Services” means maintenance, training, installation, technical support, site analysis, configuration analysis, operational assistance, systems design, engineering support and design.

## **2. SPECIFICATIONS:**

Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal submitted is in strict compliance. When BRAND NAMES or manufacturers numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

## **3. ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS:**

The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein. Some Manufacturers may qualify for Phase 1, but fail to qualify for Phase 2. Phase 1 can be negotiated per RCW 43.19.1906. Phase 2 must be competitively bid and awarded to the lowest responsive manufacturer per RCW 43.19.1911.

**4. SAMPLES:**

Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed during testing, samples will be returned at a Proposer's request C.O.D.

**5. PROMPT PAYMENT DISCOUNT:**

Offeror may quote a prompt payment discount based upon early payment; however discounts offered for less than 30 days will not be considered for bid evaluation purposes. The date from which discount time is calculated shall be the date a correct invoice is received; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**6. TAXES:**

Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

**7. MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS:**

Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

**8. PATENTS, COPYRIGHTS, ETC:**

The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

**9. NON-COLLUSION:**

By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

**10. TERMINATION:**

Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order."

**11. DEFAULT AND REMEDIES:**

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or

the Contractor. Time allowed for cure shall not diminish or eliminate any liability for actual or other damages.

- C. If the default remains after the opportunity for cure, the claiming party may:
- (1) Exercise any remedy provided by law or equity;
  - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
  - (3) Impose actual damages, as specified in the solicitation or contract;
  - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

**12. LAWS AND REGULATIONS:**

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**13. CONFLICT OF TERMS:**

In the event of any conflict between these standard WSCA terms and , any terms and conditions in this solicitation, the terms and conditions shall be applied in the following order: special terms, WSCA terms and standard terms.

For application of terms unique to only one state, see #31 "State Participation/Unique Terms and Conditions."

**14. REPORTS:**

The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

**15. HOLD HARMLESS:**

The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

**16. ORDER NUMBERS:**

Contract and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**17. GOVERNING LAW AND VENUE:**

This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

**18. DELIVERY:**

The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until the first of the following events occurs: (1) final inspection and acceptance; (2) Placing live telecommunications traffic on the system or subparts thereof; (3) The passage of thirty (30) days after FOB delivery to WSCA's designated site or warehouse, as the case may be except as to latent defects, fraud and Contractor's warranty

obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order that is back ordered shall be shipped without charge.

**19. WARRANTY:**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code, as found in Title 62A RCW applies to this contract. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

**20. AMENDMENTS:**

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State. Any bids received with supplemental or alternate Terms and Conditions may be rejected.

**21. ASSIGNMENT/SUBCONTRACT:**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

**22. NONDISCRIMINATION:**

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by every State to insure that subcontractors and vendors are bound by this provision.

**23. SEVERABILITY:**

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**24. INSPECTIONS:**

Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or out of compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. The contractor may be liable for damages as a result of purchasing product(s) elsewhere. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

**25. PAYMENT:**

Payment for completion of a purchase is normally made within 30 days following the date a correct invoice is received. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card". See Section V Entitled Bid Submittals, Paragraph 1. Entitled Bid Information Sentence 3 Entitled, Purchasing Card.

**26. HAZARDOUS CHEMICAL INFORMATION:**

The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**27. CERTIFICATION REGARDING CONFLICT OF INTEREST:**

Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

**28. INDEPENDENT CONTRACTOR:**

Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

**29. CERTIFICATION REGARDING DEBARMENT:**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

**30. AUDIT OF RECORDS:**

The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**31. STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:**

Apart from the Lead State conducting the solicitation, the States indicated on Attachment "A" have signified their intent to enter into a price agreement and, except where Attachment "A" or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment "A" of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum. The Participating Addendum would include any significant State-specific provisions required by the laws, regulations, or procurement practices of that state.

The standard terms and conditions will govern this contract unless a more restrictive condition is contained in Attachment "A". Any more restrictive conditions will apply only within the state responsible for the Attachment "A" document.]

**32. RECORDS ADMINISTRATION:**

The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be

retained by the contractor for at least four years (federal requirements are three years why do we have four) after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

### **III. SPECIAL TERMS AND CONDITIONS**

#### **1. MANAGEMENT FEE**

A management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (contract 02702 WSCA Communication Equipment). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees maybe added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A", State Unique Terms and Conditions. These administrative fees will only apply to purchases made in that state and charged to that state.

#### **2. PROTESTS**

Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141 through 143. Protests filed prior to award are to be addressed to the SPO in charge of the bid.

Protests filed after the award, and in accordance with above referenced WAC, are to be addressed to the Assistant Director, Office of State Procurement. Consistent with that WAC, should the Assistant Director, as a result of the protest review process, decide, "that the award should not have been made, he/she shall notify the Proposer(s) who received the award of his/her intent to cancel the award and the reasons therefore." If an award is cancelled as a result of a protest filed after award, the state shall not be liable to the awardee for, and the awardee shall not claim against the state, any alleged (a) bid preparation charges, (b) cost incurred to ensure that the awardees bid is responsive, (c) claims for anticipated lost profits, or (d) claims for damages. Proposers should consult WAC 236-48-141 – 143 regarding the protest process.

#### **3. NOTICE**

This solicitation shall be conducted in accordance with statutes, regulations and procedures used by the Lead State.

#### **4. INSTATE PREFERENCE-RECIPROCITY**

Pursuant to RCW 43.19.700-704 and WAC 236-48-085 the Department of General Administration has established a schedule of penalties applicable against firms submitting bids from states which grant a preference to their own in-state businesses.

#### **5. QUESTIONS & INQUIRIES**

All questions related to the RFP, shall be directed to the SPO. Inquiries shall be in writing and shall reference the appropriate section and paragraph number. All written question are due five (5) calendar days after pre-bid. Questions received less than ten (10) calendar days prior to bid opening may not be considered. Only questions answered by written amendment are binding. Oral interpretations have no legal effect.

#### **6. PACKAGING**

A. Labeling: At the request of the purchaser, individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Proposer's are encouraged to offer product packaging with recycled content.

#### **7. INSURANCE**

A. General Requirements: Contractor shall, at its own expense, obtain and keep in force insurance, as follows, until completion of the contract. Within fifteen (15) calendar days of receipt of notice of

award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall endeavor to furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

**B. Specific Requirements:**

1. **Employers Liability (Stop Gap):** The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. **Commercial General Liability Insurance:** The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

|                                        |             |
|----------------------------------------|-------------|
| Each Occurrence                        | \$2,000,000 |
| Personal and Advertising Injury Limit  | \$2,000,000 |
| Fire Damage Limit (any one fire)       | \$ 50,000   |
| Medical Expense Limit (any one person) | \$ 5,000    |

3. **Business Auto Policy (BAP):** In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. From the effective date of this contract through a period ending six (6) years beyond the final termination date of the contract, Vendor will maintain self-insurance or insurance policies valued at no less than \$10 million per claim for coverage of:
  - Employee Dishonesty Coverage
  - Service Providers Errors & Omissions



- Service Providers Liability for Professional Liability

5. Additional Provisions: Above insurance policies shall include the following provisions:
- a. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy (ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- b. Identification: Policy(ies) and Certificates of Insurance must reference the state's bid/contract number.
- c. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by General Administration's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- d. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

## **8. REPAIR FACILITIES**

For those items that require repair facilities, Proposer(s) shall provide a list and addresses of authorized factory repair facilities for participating states, which will honor the warranty of items on contract. The list will include the facility (ies) name, address, telephone number, and contact person. Evidence showing qualification of each facility to perform maintenance must be included as follows:

- Names of factory trained personnel at each facility.
- Nature and extent of factory authorized training received and years of qualifying service on the equipment.

Bids that are submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with bid and servicing requirements.

It is the Proposer(s) responsibility to identify the process that will be used to repair any items purchase from the WSCA contract. This process may be scored in the management evaluation.

## **9. PRICING AND ADJUSTMENTS**

Unless otherwise stipulated, all bids must include unit prices and extensions where applicable and be otherwise in the format requested. This will be the baseline pricing to determine offerors score and baseline price level. The State of Washington and participating WSCA states are also looking for additional volume based pricing for consideration. The volume discount program offered will be evaluated using price breaks identified in the Price Sheets per category. If no price break are given by a

Proposer(s), then the highest discount rate offer by the Proposer(s), will be used to compare that proposal with Proposer's that offer a volume discount program.

All bid pricing is to be FOB Destination, freight prepaid and included, for any destination within the State of Washington and participating WSCA states, unless stipulated differently in the Communication Equipment Category specification and price sheet section.

Pricing shall remain firm and fixed for the initial 12-months of the contract, unless defined and approved in a Participating Addendum

Adjustments in pricing will be considered after firm fixed price period on a pass through basis only. A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index. Acceptance will be at the discretion of the State Procurement Officer and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor. When the state is comparing different lower contract pricing the management fee will be deducted from the WSCA contract.

This provision applies only within WSCA states and shall not apply to existing contracts, system packages or international sales.

## **10. MATERIALS AND WORKMANSHIP**

The Contractor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

## **11. TECHNICAL ADVANCES/UPGRADES**

During the service life of the equipment, the contractor agrees to install, at no additional cost to the **end user**, all manufacturers' required retrofit upgrades within 90 days of the date the upgrade is introduced by the manufacturer. Required retrofits are all retrofits that are required to keep the equipment operating and functioning as intended at the time of purchase.

## **12. ADDITION TO CONTRACT**

**Addition of new models to contract:** The state reserves the right to add new models onto the contract when the upgrade provides an improved product. Such model(s) added to the contract are to be at the same price or same pricing methodology as the model(s) already on contract.

**New Equipment:** Any new equipment accepted by the state may be added to this contract. New models shall meet or exceed all bid specifications of original equipment award.

**Advances in Technology:** The State of Washington and WSCA recognize that through technology the way communication equipment is made is rapidly changing and improving.. In conjunction with other terms of this document, the State of Washington and WSCA reserve the right to add any new technology to this contract in the best interest of the states. This does not preclude the state from rebidding all or portions of this contract to facilitate significant advances in technology. The awarded segments will be reviewed at the time of any contract extension to determine if contracted products are meeting the state customers' needs and reflect the latest in technological advances.

**Trunked and Conventional Infrastructure Equipment:** The State of Washington and WSCA recognize that infrastructure systems are rapidly changing. . Therefore, we are not seeking bids for infrastructure at this time. The state will issue Scope of Work (SOW) to all manufacturers who are awarded a contract under Phase 1 or Phase 2 of this proposal if and when a system is request by a state or local government. Those manufacturers will then have an opportunity to submit pricing for those identified systems

### **13. NEW CONTRACTORS ADDED AND ITEMS TO CONTRACT**

During the term of the contract, at the request of a contract user and at the discretion of the Lead State Procurement Officer, additional approved companies may be added to this contract to ensure availability of communication equipment and services. However, existing contractors will be given first opportunity to meet the needs of the contract users with upgraded equipment currently on contract.

### **14. CANNOT MEET DELIVERY TIME**

If requested equipment cannot be supplied within the contractor's specified delivery time, substitute equipment of equal or greater performance capabilities must be temporarily provided or installed (as appropriate for the use) pending the receipt and/or installation of the requested new equipment, at no additional cost to the customer. If the state sees a repetitive trend of inability to meet delivery times, the contractor will be considered to be in breach of the contract and the state may impose any remedy provided by law.

### **15. NEW SYSTEM SOFTWARE AND FIRMWARE UPDATE**

**Provide Required Firmware, Software updates at no cost for 7 years after last unit being purchased from this RFP.** . Required firmware and software updates are all updates that are required to keep the equipment operating and functioning as intended at the time of purchase

### **16. WARRANTY(IES)**

Proposer(s) will submit a copy of every warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the applicable warranties. Unless otherwise specified, the full parts and labor warranty period shall be for a minimum period of one (1) year after receipt and acceptance of materials or equipment by the Purchaser. All materials or equipment provided shall be new, or refurbished and manufacturer certified, of the latest model or design and of recent manufacture. All tower parts must be new and of the latest design.

**Successful contractor(s) shall provide product support for 7 years after last unit being purchased from this RFP.**

In the event of conflict between contract terms and conditions and any warranty submitted by the contractor, to afford the state maximum benefits, the contract terms and conditions shall prevail.

### **17. CONTRACTOR PERFORMANCE**

- A. General Requirements: The State of Washington, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.
- B. Damages: The state has an immediate requirement for the materials, equipment or services specified herein. Proposers are urged to give careful consideration to the state's requirements and to the manufacturer's production capabilities when establishing a delivery date(s). Damages will be assessed in the amount of actual damages incurred by the state as a result of Contractor's failure to perform herein, including but not limited to any rebid cost, cost of hiring additional companies to provide required services and cost to provide additional equipment to meet the state's need.

- C. Cost of Remedying Defects: For all defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

## **18. OTHER QUALIFICATIONS**

The Lead State Procurement Officer reserves the right to require timely submission of additional and/or supporting materials concerning type and quality of the services and equipment offered including equipment specifications, benchmark results or other meaningful measurement(s) the Procurement Officer believes would be helpful in assessing service and/or equipment quality and/or capability.

## **19. EVALUATION CONFERENCE**

To aid in the evaluation process, after bid opening, the state may require individual Proposer(s) to appear at dates times and places determined by WSCA for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. Such action shall not be construed as negotiation with the Proposer or an indication of WSCA intention to award.

## **20. PROPRIETARY DATA**

Any document(s) or information which the Proposer(s) believes is proprietary data or other materials exempt from public disclosure (RCW 42.17.310) shall be clearly identified by Proposer(s) and placed in a separate envelope marked with bid number, Proposer's name, and the words "Proprietary Data" along with a statement of the basis for such claim of exemption. The state's sole responsibility for such material shall be limited to maintaining the above data in a secure area and to notifying Proposer(s) of the receipt of any request(s) for disclosure within a period of five (5) years from date of award. Failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given shall be deemed a waiver by the Proposer(s) of any claim that such materials are, in fact, so exempt. It would not be appropriate for a vendor to label their entire proposal "proprietary" so labeled proposals may be rejected as non-responsive.

## **21. CATALOGS AND PRICE SHEETS**

Proposers or Contractor shall furnish all necessary catalogs and the latest dated published manufacturer's price lists as required by the State Procurement Officer. Failure to do so may cause bid to be rejected, or contractor to be in default of performance requirements. Catalogs and Price Sheets shall be provide in the following format: One hard copy per state and one hard copy with each proposal submitted, an electronic version may be provide to contract users.

## **22. RETENTION OF RECORDS**

The contractor shall maintain, for at least three years after completion of this contract, all relevant records pertaining to this contract. This shall include, but not be limited to, all records pertaining to actual contract performance from the date of contract award. It shall also include information necessary to document the level of utilization of MWBE's and other businesses as subcontractors and suppliers in this contract as well as any efforts the contractor makes to increase the participation of MWBE's. The contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents. Any data must be provide to the courts at no cost, all records requested for court purposes must be store the required length of time as the court or law requires.

## **23. OSHA AND WISHA REQUIREMENTS**

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued there under. Contractor certifies that all items furnished and purchased under this

order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

## **24. REPORTS**

The contractor(s) must provide the following report(s) to Office of State Procurement.

### **Sales and Subcontractor Report**

A quarterly Sales and Subcontractor Report "Attachment "C" shall be submitted in the format provided by the Lead State, Office of State Procurement. Total purchases for each State Agency, University, Community and Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. Additionally, all purchases by WSCA states or other purchasers must be reported as an aggregate total.

The report shall include sales information (Section A) and amounts paid to each subcontractor during the reporting period (Section B).

Reports should be rounded to nearest dollar. Contractors will be provided with all necessary sample forms, instructions, and lists. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st.

**Must provide Minority and Women Business Enterprise (MWBE) reports.** Reports are due annually and should include all MWBE subcontractors used in the performance of this contract.

**The contractor is required to provide other reports as outlined in the specifications.**

## **25. ADDITIONAL COPIES OF PROPOSALS**

For administrative convenience of Proposer(s) and the State, and as part of this RFP, Proposer(s) will submit one original (marked ORIGINAL) and ten (10) copies (each marked COPY). Do not include pricing with the copies, prices should only be included in the proposal marked Original and in the electronic version. The price list (but not the actual pricing) must be included with each proposal marked Copy to identify products bid and to verify the product bid meets the minimum specifications. The Proposers must also include one (1) electronic version either in CD-ROM or 3.5 disk, in either Word or PDF format.

Proposals not complying with above requirements will not be rejected, but it is the preferred method of bid submittal for administrative efficiency.

## **26. CONTRACTOR'S REPRESENTATIVE**

- A. Designation: Proposer(s) shall provide name, address, and phone number of contractor(s) representative as required in bid documents.
- B. Responsibility: Contractor's representative shall function as the primary point of contact, shall ensure supervision and coordination and shall take corrective action as necessary to meet contractual requirements.
- C. Availability: Contractor's representative, or designee, shall be available at all times during normal working hours throughout the term of the contract. Normal working hours are 8:00 a.m. – 5:00 p.m. Pacific Time. Normal working hours include Pacific and Mountain Time Zones.

## **27. CHANGE IN CONTRACTOR REPRESENTATIVE**

The Lead State Procurement Officer, at his/her sole, discretion reserves the right to require a change in contractor representatives by giving 3-days written notice to the contractor..

## **28. BID EVALUATION / AWARD**

**PHASE 1: SUPPORT AND EQUIPMENT FOR CURRENTLY INSTALLED SYSTEM AND EQUIPMENT.**

## Request for Proposal #02702

To support communication equipment and provide replacement equipment already owned by various departments located throughout the WSCA Initial States, a multiple contractor award shall be made to the lowest responsible and responsive Proposer that receives the minimum non-cost points. We anticipate making an award for each brand/manufacturer listed below who has equipment in any of the WSCA Initial States (additional manufacturers may be added at time of bid opening if they submit a bid at the time of bid opening and meet all bid requirements):

| <b>MANUFACTURERS</b>                 |
|--------------------------------------|
| EF Johnson                           |
| Motorola                             |
| Kenwood                              |
| Harris (microwave, and components)   |
| Relm (King)                          |
| Bendix/King (Aircraft)               |
| Thales (Racal)                       |
| Midland/Uniden                       |
| Daniels Electronics                  |
| Vertex                               |
| Alcatel                              |
| C & D Battery                        |
| Global Wolfsberg                     |
| GNB Absolyte Battery                 |
| MA/COM, (Ericsson, General Electric) |
| Power Conversion Products            |
| Tait Electronics USA, Inc.           |
| Technisonic (Aircraft)               |
| Zetron                               |
| ELTEK                                |
| CERAGON Networks                     |

Only manufacturers are eligible to bid in Phase 1 only for the products they represent.

### **PHASE 2: NEW COMMUNICATION SYSTEMS AND EQUIPMENT:**

To support new communication equipment and provide new technology to various departments located throughout the states. A multiple contractor award may be made to the lowest responsible and responsive Proposer(s) who receives the minimum non-cost points in the following Categories.

**Category 1 Radio Analog and Digital (Two Way Communication Systems) Portable, Mobile, Desk-Top, Base and Repeater Stations VHF 136-174 MHz, UHF 450-470 MHz, UHF 806-870 MHz Frequencies, Infrastructure Equipment and Consoles**  
Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category1.zip>  
Please note that this file is in zip format—you will need a utility such as WinZip or WinRAR to extract the specification documents.

**Category 2 Aircraft AM – FM Band Radios**  
Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category2.doc>

**Category 3 In-Band Mobile/Portable Radio Repeater Analog and Digital**  
Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category3.doc>

**Category 4 Gateway Devices, Audio Switch unit/Radio Router JPS ACU-1000, Audio Switch ICRI Unit, MA/COM IT Based Solution.**  
Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category4.doc>

**Category 5 Digital Microwave Radios 6GHz, 11GHz, 18GHz and 23Ghz**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category5.doc>

**Category 6 Communication Towers, Guyed and 3 Legged -Triangular**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category6.doc>

**Category 7 Microwave Antennas, Waveguide & Associated Hardware**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category7.doc>

**Category 8 Test equipment, Analog and Digital**

Link to Specification Document: <http://www.ga.wa.gov/pca/bids/02702-Phase2-Category8.doc>

**BID EVALUATION FOR PHASE 1 AND PHASE 2**

**Step 1 - Responsiveness (pass/fail), Paragraph 29**

The Office of State Procurement will first evaluate the proposal for responsiveness. All proposals will be reviewed for compliance with the mandatory requirements, including, but not limited to, all required submittals, as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

**Step 2 - References: Paragraph 30 Phase 1 and Phase 2**

References 700 maximum points, 560 minimum category points required to be considered responsive. Proposer should provide five (5) references who have had experience with the proposer under existing and/or prior contracts of a scope similar to this RFP and for each of the categories listed in this section.. Any proposals which fail to meet this level of excellence, as identified above, may not be allowed to progress to step 3. Proposer is only required to submit references for the categories the Proposer is bidding. The scoring is based off the five (5) references provided. If more than five (5) references are provided for the same category then the state will randomly select only five (5) references. If Proposer fails to provide five (5) references then that Proposer will lose 140 points per reference not submitted. N/A or no response to a question = 0 points for that questions. The Lead State reserves the right to lower these requirement in order to ensure sufficient contract coverage

Qualified Proposers will be evaluated on performance under existing and prior contracts of a scope similar to this RFP. Performance information will be used for both responsibility determinations and as an evaluation factor against which Proposers relative rankings will be compared to assure best service value to the states. The state will focus on information that demonstrates the Proposer's performance relative to the size and complexity of the procurement under consideration. References identified by the Proposer may be contacted by the state to validate the score they received. The state reserves the right to adjust the reference score to reflect all information received.

**Step 3 - Management Evaluation Phase 1 and Phase 2: Paragraph 31 Phase 1 and Phase 2**

Management Evaluation Score: One hundred (100%) percent of score value will be based on Management Evaluation submittals. A score of 85% is the level of excellence necessary to qualify. The state reserves the right to lower this requirement in the best interest of the Lead State. Any proposals which fail to meet the level of excellence, as identified above, may not be allowed to progress to step 4.

**Step 4 - Proposer(s) Response to Specifications** All proposals will be reviewed for compliance with the mandatory requirements, as stated within the RFP and Category equipment specifications. In preparing your response to the Specifications, organize your bids to follow the order of information requested. Be specific and thorough in your proposal. Do not simply repeat the State's specifications but explain precisely any deviations. Proposer are required to submit manufacturer's documentation, including cut sheets, etc. for evaluation against specifications given herein. If the Proposer fails to provide adequate documentation, the proposal may be rejected as non-responsive. The State reserves the right to use any source of information to aid in proposal evaluation.

**Alternate Approaches to the Work**

Bids will be evaluated on the requirements of the Request for Proposal. However, proposers are welcome to supplement their proposal with outlines of additional services or alternative approaches that they feel are in the State's best interest.

Offerors must address alternative approaches and/or additional services in this section of their bids and provide the costs and cost breakdowns for each alternate approach and additional service proposed

Proposals deemed non-responsive will be eliminated from further consideration.

**Step 5 - Cost Proposal, Paragraph 32**

**Phase 1:** Prices offered must be found to be within a competitive range for current GSA or industrial standard pricing for a similar contract. For Phase 1 Price Sheet, contract pricing shall be the percentage discount off the manufacturer's most current price list that is used for the purpose of establishing a selling price for parts and equipment and a fix price for support services.

**Phase 2:** Cost will be evaluated upon lowest cost to WSCA by line item, group of items or aggregate total per category or sub-category offered with the proposal. The Proposer(s) must have passed Step 1 – Responsiveness; received the minimum score for Step 2 – References; and minimum score for Step 3 - Management Evaluation; and, passed and met all minimum equipment specification in Step 4 - Proposer's Response to Specifications, to be allowed to participate in the cost portion of the evaluation.

The Proposers determined to be the lowest cost per Category, or sub-Category, and which have passed Step 1 – Responsiveness; received the minimum score for Step 2 – References; and minimum score for Step 3 - Management Evaluation; and, passed and met all minimum equipment specification in Step 4 - Proposer's Response to Specifications, may then be invited to participated in the Oral Presentation.

**Phase 1: Finalists of Phase 1 may be clarified, and amended, and/or negotiated until final award of Phase 2.**

**Phase 2: The Office of Statement Procurement reserves the right to make an award without further discussion of the proposal submitted. There will be no best and final offer procedure for any of Phase 2. Therefore, the proposal should be submitted initially on the most favorable terms the Proposer(s) can propose.**

**Step 6 - Oral Presentation and Question Answer Period Phase 1 and Phase 2: Paragraph 33 Phase 1 and Phase 2**

Oral presentation Evaluation Score: One hundred (100%) percent of score value will be based on Oral Presentation Script Attachment "D". A score of 85% is the minimum level of excellence necessary. The Lead State reserves the right to lower this requirement in the best interest of the state. You must achieve a minimum 85% of available points to be considered responsive.

The oral presentations will be conducted and scored by the evaluation committee, the scoring will be based on Proposer(s) interaction and their ability to meet requirements and capabilities as represented in the responses to script provided to them in this RFP (Attachment "D").

The evaluation committee will observe and evaluate the Proposer's oral presentation. The evaluation committee will score the Proposer's presentation per Attachment D. The Proposer will be assigned a time and date for their oral presentation after bid opening, if the Proposer(s) is determined to be responsive, received the minimum scores for references, and the minimum specifications and management score. Any proposals which fail to meet the level of excellence, as identified above, may not be allowed to progress.

**Demonstration and Repair Facility Evaluation, Paragraph 34 Phase 2** Finalist Proposer(s) may be required to present their equipment bid and/or an inspection of their manufacture/repair facility. The equipment demonstration and/or repair facility evaluation will be only scored as Pass or Fail.

Demonstrate the proposed equipment and services and a site inspection of the Proposer(s) facility center: The Proposer's will be given 10 days notification of their assigned time and date for a demonstration and facility center evaluation. The Proposer(s) will be ranked as pass/fail for each category or sub-category. If a Proposer(s) fails this evaluation, they will no longer be further considered.



## 29. RESPONSIVENESS OF PROPOSAL (PASS/FAIL) Step 1

The Office of State Procurement will evaluate the proposal for responsiveness. The State Procurement Officer will verify that all required submittals are attached and completed by the Proposer(s). Submittals are listed on the page titled, 'Check list', located just prior to Attachment "A".

## 30. REFERENCES Step 2

References 700 maximum points, 560 minimum category points required to be considered responsive. Proposer(s) should provide five (5) references with experience under existing and prior contracts of a scope similar to this RFP for each of the categories listed in this section. The state reserves the right to lower this requirement in the best interest of the state and in order to ensure sufficient contract coverage. Any proposals which fail to meet level of excellence, as identified above, may not be allowed to progress to step 3. Proposer(s) is only required to submit references for the categories the Proposer(s) is bidding. The scoring is based off the five (5) references provided. If more than five (5) references are provided for the same category, then the state will randomly select only five (5) references. If Proposer(s) fails to provide five (5) references then that Proposer(s) will lose 140 points per reference not submitted. N/A or no response to a question = 0 points for that questions.

Qualified Proposer(s) will be evaluated on performance under existing and prior contracts of a scope similar to this RFP. Performance information will be used for both responsibility determinations and as an evaluation factor against which Proposer's relative rankings will be compared to assure best service value to the states. The state will focus on information that demonstrates the Proposer's performance relative to the size and complexity of the procurement under consideration. References identified by the Proposer(s) may be contacted by the state to validate the score they received. The state reserves the right to adjust the reference score to reflect all information received.

Past performance will receive relative consideration as designated in each segment, as identified below. All subfactors are of equal importance. The Proposer(s) is responsible for providing a copy of the "Past Performance Questionnaire" to no less than 5 references for completion and delivery of completed sealed surveys with their RFP proposal response, and with a signed copy of Attachment "B" for each reference. The references will be evaluated and scored on the following categories. If Proposer(s) fails to provide references at the time the RFP is submitted the RFP may be deemed non-responsive.

The state will make additional copies of the completed sealed evaluations for its use in scoring the proposal.

### **Past Performance segments:**

Product and Service – compliance with contract requirements

Timeliness of Performance – met interim milestones, responsive to technical direction, completed on time, including wrap-up and contract administration, met repair response times, etc.

Cost Control – within budget – current accurate and complete billings – relationship of bid costs to actual costs – cost efficiencies...

Business Relations – effective management, reasonable/cooperative behavior – flexible effective contractor recommended solutions – business like concern for customer's interests.

Community Relations – Citizen like concern for community safety.

*Performance for non-cost factor (past performance) will be scored as raw points from 1(lowest) to 7 (highest) using the following definitions: (N/A responses = 0) The points will be totaled.*

Performance Level 7: Performance indicates excellent capability and support of the contract. Performance stands above all others. There are no critical shortfalls.

Performance Level 6: Performance is above expectation, far exceeds desired quality, and stands out. May have shortfalls in a few non-critical areas.

Performance Level 5: Performance is slightly above expectations and for the most areas exceeds desired quality. Has exhibited some shortfalls in a few non-critical areas.

Performance Level 4: Performance meets minimum expectations and is generally adequate. Has exhibited shortfalls in performance in non-critical areas and does not stand out.

Performance Level 3: Performance is seldom complete, deficiencies exist in critical areas and limited shortfalls exist in non-critical areas.

Performance Level 2: Performance is not complete and serious shortfalls in capability exist.

Performance Level 1: Performance is non-existent in critical and non-critical areas.

Assessment of the Proposer's past performance will be one means of evaluating the credibility of the Proposer's proposal, and relative capability to meet performance requirements.

Information utilized may be obtained from the references listed in the proposal, other customers known to the state, consumer protection organizations, and other who may have useful and relevant information.

Award may be made from the initial offers without discussion. However, if discussions are held, Proposer(s) may be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

**31. PROPOSER(S) SHALL SEND EACH OF THEIR FIVE LISTED REFERENCES A COMPLETE COPY OF ATTACHMENT "B". THE FIVE COPIES OF COMPLETED ATTACHMENT "B" SHALL BE INCLUDED WITH PROPOSER'S BID MANAGEMENT EVALUATION Step 3**

The following information must be included with all bids. Failure to provide any of the information requested by these paragraphs may be grounds for the State to reject the proposal.

Management Evaluation Score: One hundred (100%) percent of score value will be based on Management Evaluation submittals. A score of 85% is the level of excellence necessary to qualify. The state reserves the right to lower this requirement in the best interest of the state and in order to ensure sufficient contract coverage. Any proposals which fail to meet the level of excellence, as identified above, may not be allowed to progress to step 4.

The State's evaluation of the bids will include, but will not necessarily be limited to, consideration of the following elements, with the available points indicated in parenthesis. Submittals will receive an initial score based on the written proposal. Confirmation information will be collected from the demonstrations and site visits. This confirmation information will be used to finalize the submittal scores.

**REQUIRED REQUEST FOR PROPOSAL RESPONSE FORMAT**

In order for the State to conduct a uniform review process of all proposals and to compare proposals, proposals must be organized (3 ring binders will be acceptable) and submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the State's evaluation process.

**1. Title Page**

This title page should reflect the Request for Proposal subject, name of the firm, address, telephone number, contact person and date of preparation.

**2. Table of Contents**

The Table of Contents must indicate the material included in the bid by section and page number. Proposer's Table of Contents should mirror this section (section number 31, Management) of the State's Request for Proposal and must include all the items set forth in 1-4 of this section of Request for Proposal.

**3. Letter of Transmittal (Please limit to three pages)**

A signed letter of transmittal must be submitted with the Proposer's bid.

The letter must include:

- A. A statement of the Proposer's understanding of the services required by the Request for Proposal and attached specifications.
- B. The names of the persons who are authorized to make representations on behalf of the Proposer(s) (include their titles, addresses and telephone numbers).
- C. A statement that the individual who signs the transmittal letter is authorized to bind the Proposer(s) to contract with the State.

**4. Additional Data**

Data not specifically requested by the foregoing sections but that is considered essential to proposals may be presented in the section. If there is no additional information to present, state in this section, "There is no additional information we wish to present".

Suggestions of additional information include, but are not limited to, copies of independent auditors' reports and promotional brochures of your firm.

**5. Management Evaluation scored items**

1. The Proposer's technical experience in providing the services and equipment requested, pursuant to this Request for Proposal Specifications. The Proposer's demonstrated capability to provide the communications services and equipment.
  - a) Equipment: equipment, equipment maintenance and repair, ease of use, durability meets or exceed specifications in this RFP. Proposers should describe their product technology. Proposer should clearly indicate why the selected technology is superior to other technology options. Independent certification of the technology claims will be evaluated more favorably than unsubstantiated offeror claims. (20 points available)
  - b) Value added services: Proposers should thoroughly describe their ability to provide value added technical or other services including installation, training or directly related optional services and the geographic area where the services may be provided. (20 points available)
  - c) Take Back: Proposers should describe their product take-back, trade-in, lease and recycling programs. Proposers should identify the types of products included in those programs. Are products from other manufacturers included? How is disposal handled? (20 points available)
  - d) Proposers should thoroughly describe their procedures for addressing and resolving customer problems and complaints – service, equipment or billing – including timelines and escalation measures. (20 points available)
  - e) Repair services: tracking data, shipping, custom reporting, etc. (20 points available)
  - f) Identify the number, qualifications, educational and work experience of all personnel who will be assigned to the State's contract and provide a narrative description of the work responsibilities of each individual pursuant to the State's contract. (20 points available)
  - g) The offers must explain how the company would provide services to the State and describe the general procedures it would use for each task. (20 points available)
  - h) Your most recent 10-year history of civil litigation, criminal investigations, charges and description of pending lawsuits (Pass/Fail)
    1. Location filed, name of court and docket number
    2. Nature of the lawsuit and/or bankruptcy proceedings.
    3. Potential dollar value being sought for each law suit
  - i) Corporate Transitions in Ownership / Bankruptcy. (Pass/Fail)
    1. Identify in detail any recent transitions in ownership that the company has undergone including names of parties involved, dates, and details on impact to present ownership.
    2. Identify any plans for the company to seek transitions in ownership including acquisition, merger, transitions from public to private company, transitions from private to public company, or corporate takeover anticipated for the anticipated term of this agreement. Include names of parties involved, dates, and details on impact to present ownership.

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3. Identify any bankruptcy proceedings that the company has been involved in or anticipates for the anticipated term of the agreement.
  4. Offerors must include a statement concerning their financial strength supported by an annual statement or other relevant information including the latest Dun & Bradstreet report.
- k) Number of systems currently installed. This will be used for audit purposes only, no points will be awarded. (Pass/Fail)  
Use the below format to report where current units are deployed, to include all locations within the 15 WSCA States, for Phase 1:

**Communication Equipment not listed in a category**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |
|          |                                                  |           |

**Category 1 Equipment: Analog and Digital Radios**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 2 Equipment: Aircraft AM and FM Band Radios**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 3 Equipment: In-Band Mobile/Portable Radio Repeater Analog and Digital**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 4 Equipment: Gateway Devices**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 5 Equipment: Digital Microwave Radios 6GHz, 11GHz, 18GHz and 23Ghz,**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 6 Equipment: Communication Towers Guyed and 3 Legged Triangular**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 7 Equipment: Microwave Antennas, Waveguide & Associated Hardware**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**Category 8 Equipment: Test Equipment, Analog and Digital**

| Location | Number of Units and type of equipment installed. | Reference |
|----------|--------------------------------------------------|-----------|
|          |                                                  |           |
|          |                                                  |           |

**32. COST PROPOSAL PHASE 1 AND PHASE 2 ALL CATEGORIES Step 5**

**Phase 1:** Prices offered must be within a competitive range for current GSA or industrial standard pricing for a similar contract. For Phase 1 Price Sheet, contract pricing shall be the percentage discount off the manufacturer's most current price list that is used for the purpose of establishing a selling price for parts and equipment and a fix price for support services. The percentage discount that the Proposer(s) offers will be used for line items they can provide. The final pricing discount may not be decided until after final award. After award, contractors may offer higher discount levels than specified in the contract to meet a competitive price or in response to a volume purchase.

Proposers may provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved.

Manufacturers will be required to attend a price validation meeting. The procurement team will supply a number of equipment packages and the manufacturer will be required to price the packages with their submitted discount rate. If pricing proposed cannot be so validated to be within a competitive range as described herein, the proposal will be rejected for Phase 1.

**a. Per Transaction**

Proposers may propose a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a purchasing entity or multiple entities conducting a cooperative purchase. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by volume purchased.

**b. Cumulative**

Proposers may propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all WSCA purchasers for the duration of their price agreement. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Proposers may propose an increase in price discounts from the baseline pricing for cumulative volumes greater than "X" million of dollars as outline in the Price Sheets.

**Phase 2:** Cost will be evaluated upon lowest cost to WSCA by line item, group of items or aggregate total per category or sub-category offer with their proposal. The Proposer(s) must have passed Step 1 – Responsiveness; received the minimum score for Step 2 – References; and minimum score for Step 3 – Management Evaluation; , and, passed and met all minimum equipment specifications in Step 4 – Proposer's Response to Specifications, to be allowed to participate in the cost portion of the evaluation.

Failure to follow the Category Price Sheets Format may be a cause for rejection of a proposal. Adherence to this format is critical for the State's evaluation process. The Phase 2 Category Price Sheets are included with each category package. The Proposers determined to be the lowest cost per Category or sub-Category and which have passed Step 1 – Responsiveness; received the minimum score for Step 2 – References; and minimum score for Step 3 - Management Evaluation; and passed and met all minimum equipment specifications in Step 4 - Proposer's Response to Specifications may then be invited to participate in the Oral Presentation.

### **33. ORAL PRESENTATION AND QUESTION ANSWER PERIOD Step 6**

Oral presentation Evaluation Score: One hundred (100%) percent of score value will be based on Oral Presentation Script Attachment "D". A score of 85% is the minimum level of excellence necessary. The state reserves the right to lower this requirement in the best interest of the state and in order to ensure a sufficient Proposer's exists in each category. Proposer must achieve a minimum 85% of available points to be considered responsive. Any proposal's oral presentation, which fails to meet level of excellence, as identified above, may not be allowed to progress and their bid may be rejected.

The evaluation committee will observe and evaluate the Proposer's oral presentation. The evaluation committee will score the Proposer's presentation per Attachment D. The Proposer(s) will be assigned their time and date for their oral presentation after bid opening and if the Proposer(s) is determined to be responsive, receive the minimum scores for references, and the minimum specifications and management score. Any proposals which fail to meet level of excellence, as identified above, may not be allowed to progress... The Proposer(s) will be given at least 10 calendar days notice before their scheduled oral presentation time.

The Proposer(s) will be given 120 minutes to present the attached (attachment "D") scripted presentation with no interaction from the evaluation committee. This will be followed by a Q&A interaction period. Proposer(s) must focus on covering the script provided during the oral presentation time, since that section will be evaluated and ranked by the evaluation committee. The Q&A section may be used to clarify questions the evaluation team may have and to score the Proposer(s) response to anticipated business scenarios. After completion of the oral presentation, the Proposer(s) may be required to provide equipment bid. If required, the Proposer(s) will be notified what equipment is required and where the equipment will be shipped. This equipment will be returned after award. The equipment should clearly identify the owner.

### **34. DEMONSTRATION AND REPAIR FACILITY EVALUATION**

Finalist Proposers may be required to present their equipment bid and/or an inspection of their manufacture/repair facility, the equipment demonstration and/or repair facility evaluation will be only scored as Pass or Failed.

Demonstrate the proposed equipment and services and a site inspection of the Proposer(s) facility center. The Proposer's will be given 10 days notification of their assigned time and date for their demonstration and facility center evaluation. The Proposer(s) will be ranked as pass/fail for each category or sub-category.

- A. Request Testing of Equipment and Disposition of Tested Equipment: The state reserves the right to request samples of equipment, at Proposer's expense. The equipment, training and demonstration of equipment proposed must be available within 10 days of receipt of written notice. The equipment to be used in the demonstration must be shipped as if Proposer(s) was awarded the contract. This process (shipping and receiving) will be part of the evaluation. The Proposer(s) will conduct a training session in the State of Washington. The training session will be part of the demonstration evaluation. After training is completed, the Proposer(s) will be available only to provide technical information and assistance if a problem arises during the demonstration test. Proposer(s) will not be required to keep technical staff in any state during the demonstration; this is the Proposer(s) option. The unit and system testing will be conducted at a number of WSCA customer's sites for a period not more than 15 days. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability to the performance requirements stipulated in the RFP. If the Proposer(s) fails to perform the demonstration on the specified date stipulated in the notice,

the State may elect to reject the Proposer's proposal or to reschedule the demonstration, in the state's best interest. The State shall be the sole judge of the acceptability of the equipment, in conformance with the proposed specifications and its decision shall be final. The equipment used in the demonstration shall be the same as the manufacturer's models identified in the Proposer's proposal. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the Proposer(s), during the contract period, shall conform to the equipment used in the demonstration. Proposer(s) failing to comply with this requirement may have their bid rejected or contract terminated.

- B. If not destroyed in testing or required for quality control, Proposer(s) may request return of sample equipment at their expense. If Proposer(s) does not request return within sixty (60) calendar days of contract award, sample equipment will be considered property of the state.
- C. Inspection of the repair/manufacturer facility may be conducted during the demonstration period or the state will provide 10 day notification of any site visit. The repair/manufacturer facility will be inspected for the following minimum requirements.
  - 1. Staff exclusively devoted to providing technical services.
  - 2. The facility shall be located in a secure venue.
  - 3. The operation support staff will be evaluated for and must be trained by the equipment manufacturer and must be well-versed in all aspects of the system including but not limit to for troubleshooting equipment.

The facility inspection may confirm the demonstration and technical scores or cause them to be revised upward or downward.

### **35. AWARD**

#### **Phase 1**

To support communication equipment and provide replacement equipment already owned by various departments located throughout the WSCA states, a multiple contractor award shall be made to the lowest responsible and responsive Proposer(s) who has equipment installed in the Initial WSCA States.

We anticipate making an award for each brand/manufacturer listed in **Section I, paragraph 3 Scope, Phase 1: Support and Equipment for Currently Installed System and Equipment.**

Only manufacturers are eligible to bid in Phase 1 for the products they represent.

**Phase 2:** Upon completion of oral presentations and demonstrations by Proposer's, the State will make the award to the Proposers who have met the minimum qualifications and bid the lowest cost to WSCA by line item, group of items or aggregate total per category or sub-category offer with their proposal.

Only manufacturers are eligible to provide a bid in Phase 2.

The state reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the lowest responsive Proposer, the state may negotiate a contract with the next lowest cost proposal, that met the minimum equipment specifications. The state reserves the right to evaluate and award proposal(s) by separate phases and categories, sub-categories, regions, and/or States or aggregates thereof.

### **36. VENDOR COMPLAINTS**

If a Vendor believes that this procurement unduly restrains competition, contains inadequate or improper criteria, or is being improperly used, the Vendor may submit a formal written complaint to the Lead State Procurement Officer.

The Procurement Officer will consider Vendor complaints regarding any of the above issues or other specific procurement requirements provided they are submitted in writing and received before proposal opening date and time as specified in this RFP. The Procurement Officer will evaluate the validity of the complaint. The Vendor will be notified of GA-OSP's decision and action to be taken, if any, within five

(5) business days of receipt of complaint. If additional time is needed to reach a determination on the complaint, the Vendor will be notified.

If, in the opinion of the Procurement Officer, the GA-OSP decision imparts information potentially impacting Vendor responses, the complaint and response will be sent to all participating Vendors. The identity of the complaining Vendor will not be disclosed when this distribution is deemed necessary.

GA-OSP reserves the right to modify the procurement should a Vendor complaint prove valid or to make a change that is in the interest of the State.

**37. AGREEMENT DEVIATIONS TO ANY TERMS AND CONDITIONS**

Any additional terms and conditions, or any exception taken by the Proposer(s) to any proposal terms and conditions, (except Part 2, Competitive Procurement Standards) may be the subject of negotiation, and will be discussed only between the Procurement Officer and the selected Proposer(s) and shall not be deemed an opportunity to amend the Proposer's proposal. Any exception to any term or condition of Part 2, Competitive Procurement Standards will cause your proposal to be rejected.

**38. RIGHT TO WAIVE MINOR IRREGULARITIES**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not materially affect the procurement. This right is at the sole discretion of the Lead State Procurement Officer.

**39. SERVING SUBCONTRACTORS**

The Procurement Officer recognizes the fact that the potential offerors have different business models for the delivery of support services. Whereas one potential offeror may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, offerors may propose the use of servicing subcontractors for the performance of local marketing, warranty, maintenance or technical support services in accordance with the terms and conditions of the proposal. Servicing subcontractors may directly accept purchase orders and/or payments for products or services from procuring agencies under the terms and conditions of this contract but the awarded manufacturer(s) must collect all usage and complete the required usage reports. It is the responsibility of the awarded manufacturer(s) to insure the subcontractors are in compliance with the terms and conditions of the proposal and shall be accountable for all actions of the assigned subcontractors.

**40. CHANGE IN SUBCONTRACTORS**

The Procurement Officer reserves the right to require a change in subcontractors if the assigned representatives are not, in the opinion of the Procurement Officer, meeting the state's needs adequately.

**41. POST CONTRACT AWARD, VERIFICATION OF CHANGES TO EQUIPMENT OR UPGRADE OF SYSTEM**

The State reserves the right to establish an evaluation team after award to evaluate the equipment changes or upgrades supplied by contractor(s). The evaluation team may verify the continued compliance of any proposed post contract award changes to the service, supplier or equipment and verify that such changes do not reduce the specifications bid.

The proposed upgraded equipment and all necessary components will be provided to the State at no cost. The State will require use of the upgraded service, system and equipment for a minimum of 15 days to perform such testing.

In the event that the upgraded service, system or equipment does not, in the Washington State Office of State Procurement's judgment, meet the specifications in the original RFP, within the first 30 days of monitoring, the acceptance shall be terminated and all prior accepted functioning services, systems, and equipment restored immediately upon 1 day's written notice.



**42. PROTECTION OF CONFIDENTIAL INFORMATION.**

Vendor acknowledges that some of the material and information which may come into its possession or knowledge in connection with this Contract or its performance, may consist of confidential data, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the State's services or individual clients, shall not be granted except as authorized by law or agency rule. Vendor agrees to hold all such information in strictest confidence, not to make use thereof for other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information, and not to release or disclose it to any other party. Vendor agrees to release such information or material only to Subcontractors who have signed a written agreement expressly prohibiting disclosure. Vendor further agrees to either destroy or return all such information at the end of the term of this Contract.

Vendor further agrees to abide by Washington State Executive Order EO-00-03 [http://www.governor.wa.gov/eo/eo\\_00-03.htm](http://www.governor.wa.gov/eo/eo_00-03.htm) Public Records Privacy Protection (Reference Schedule D) and related State of Washington statutes. To the maximum extent allowed by Washington State RCW 42.17 and WAC 236-48-123, the Purchaser agrees to offer similar protection of Vendor's confidential information.

**43. PROPOSER RECYCLED PROCUREMENT EDUCATION STRATEGY**

As a minimum, Proposer must respond in writing identifying how, and to what extent, the firm has the present capability to (and intends to proactively implement successful strategies to) accomplish the following:

- A. Educate state agency users in the value, advantages, statutory requirements and cost effective use of recycled contract products and services by:
  - Developing plans to proactively work with, and market products to, state customers in sufficient volume to achieve specific statewide goals for procurement of recycled content products as outlined by RCW 43.19A.070.
  - Conducting seminars for key customers at state institutions or locations.
  - Conducting optional seminars, where applicable, at off-site state or contractor locations.
  - Developing literature and brochures to explain the value and objectives for the use of the product.
  - Working with customers to market and strategize ways to integrate products or services into user programs to replace current products or services being used.
  - Trouble shooting and problem resolution as customer's transition to recycled products.
  - Providing effective follow-up and communication.

**44. PURCHASING CARD ACCEPTANCE**

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

**45. VOLUNTARY MWBE GOALS**

Offerors should describe their experience and capacity to meet Minority and Women Business Enterprise (MWBE) and other local purchasing preferences that will vary among participating public agencies.

Voluntary numerical MWBE participation goals have been established for this proposal.

Minority Business Enterprises (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%

These goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference

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will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive if they do not include MWBE participation. Proposer may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.

### **46. PROPOSER COMPLIANCE**

The Lead State reserves the right to consider the actual level of Proposer's compliance with the requirements specified in this RFP, and to consider a bid responsive if it substantially complies with the state's intent relative to overall bid requirements and specifications.

**IV. SPECIFICATIONS****1. PHASE 1**

| <b>Description</b>                                                                                                                  | <b>Check If As Specified</b> | <b>Describe Fully If Not As Specified</b> |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|
| Public Safety communication equipment and replacement equipment already owned by various departments located throughout the states. |                              |                                           |
| Completed Section III Special Terms and Conditions, Management Evaluation paragraph 31, 5(k) Number of systems currently installed. |                              |                                           |
| Vendors shall propose only current FCC licensed equipment and provide FCC license(s) with equipment when required by law.           |                              |                                           |

**2. PHASE 2**

| <b>Description</b>                                                                                                        | <b>Check If As Specified</b> | <b>Describe Fully If Not As Specified</b> |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|
| Met all minimum equipment specification.                                                                                  |                              |                                           |
| Have procedures and the ability for repairing all equipment purchased from the WSCA Contract.                             |                              |                                           |
| Can and will provide all equipment bid to all 15 WSCA States                                                              |                              |                                           |
| Vendors shall propose only current FCC licensed equipment and provide FCC license(s) with equipment when required by law. |                              |                                           |

**V. BID SUBMITTALS****1. BID INFORMATION**

Proposer(s) shall complete the following:

1. Shipping Location: Free On Board (FOB) destination, freight prepaid and included in price bid.
2. Prompt Payment Discount \_\_\_\_\_ % 30 days. Note: Prompt payment discount periods equal to (or greater than) \_\_\_\_\_ calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).
3. Purchasing (Credit) Cards accepted Yes \_\_\_\_\_ No \_\_\_\_\_  
(Washington State Purchasing card is VISA)  
If yes, please list major brands below:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Payment discount for transactions involving card use: \_\_\_\_\_ % Discount.

4.
  - A. Proposer(s) agrees to sell the goods and services on this contract to self-certified nonprofit corporations which are members of the State of Washington Purchasing Cooperative (WSPC): Yes\_\_\_ No\_\_\_(If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by nonprofit organizations)
  - B. Proposer(s) agrees to sell the goods and services on this contract to nonprofit organizations which are members of the State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP ): Yes\_\_\_ No\_\_\_(If reply is "No" attach letter to this bid response explaining reason(s) for declining participation by these members)

5. Authorized Representative:  
Primary Contact-Contract Administration      Alternate Contact - Contract Administration
- Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_
- Customer Service/Order Placement
- Name \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_
6. Lead-time: Materials, equipment or services will be delivered within calendar \_\_\_\_\_ days after receipt of order (ARO)
7. Addresses:
- | Orders to be sent to: | Billing will be from: | Payment to be sent to: |
|-----------------------|-----------------------|------------------------|
| _____                 | _____                 | _____                  |
| _____                 | _____                 | _____                  |
| _____                 | _____                 | _____                  |
8. Federal Tax Identification Number: \_\_\_\_\_
9. Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes \_\_\_\_\_ No \_\_\_\_\_.
10. D & B DUNS number: Provide the DUNS number for your company below (additional information to obtain a DUNS number is located <http://www.dnb.com/dunsno> or call 1-888-814-1435)  
D & B DUNS Number: \_\_\_\_\_

**2. PRICE SHEETS PHASE 1 CURRENTLY INSTALLED SYSTEMS**

| Req. Item | Comm. Code | Description                                                                                            | Qty                            | Unit                   | Percentage off Manufacturer List Price |
|-----------|------------|--------------------------------------------------------------------------------------------------------|--------------------------------|------------------------|----------------------------------------|
| 1.        |            | Base Station<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____   | 1-4<br><br>5-10<br><br>11+     | EA<br><br>EA<br><br>EA | _____%<br><br>_____%<br><br>_____%     |
| 2.        |            | Repeater<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____       | 1-4<br><br>5-10<br><br>11+     | EA<br><br>EA<br><br>EA | _____%<br><br>_____%<br><br>_____%     |
| 3.        |            | Portable Radio<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____ | 1-49<br><br>50+                | EA<br><br>EA           | _____%<br><br>_____%                   |
| 4.        |            | Mobile Radio<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____   | 1-20<br><br>21-100<br><br>101+ | EA<br><br>EA<br><br>EA | _____%<br><br>_____%<br><br>_____%     |
| 5.        |            | Desktop<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____        | 1-20<br><br>21-100<br><br>101+ | EA<br><br>EA<br><br>EA | _____%<br><br>_____%<br><br>_____%     |
| 6.        |            | Console Unit<br><br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____   | 1-9<br><br>10+                 | EA<br><br>EA           | _____%<br><br>_____%                   |
| 7.        |            | Support Services                                                                                       | Hourly Rate                    | EA                     | \$                                     |
| 8.        |            | Installation Services                                                                                  | Hourly Rate                    | EA                     | \$                                     |

| Req. Item | Comm. Code | Description                                                                                                           | Qty         | Unit | Percentage off Manufacturer List Price |
|-----------|------------|-----------------------------------------------------------------------------------------------------------------------|-------------|------|----------------------------------------|
| 9.        |            | Repair Services                                                                                                       | Hourly Rate | EA   | \$                                     |
| 10.       |            | <i>Accessories</i> _____<br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____          |             | EA   | _____ %                                |
| 11.       |            | <i>List other Equipment</i> _____<br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____ |             | EA   | _____ %                                |
| 12.       |            | <i>List other Equipment</i> _____<br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____ |             | EA   | _____ %                                |
| 13.       |            | <i>List other Equipment</i> _____<br><i>For Product Bid State:</i><br><i>Mfg.:</i> _____<br><i>Brand/Model:</i> _____ |             | EA   | _____ %                                |

You may add additional lines if needed.

**Qty Price Breaks:**

**Additional discount off manufacturers price list price if the Proposer's total contract value exceeds:  
1<sup>st</sup> year.**

**\$5,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$10,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$15,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$20,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$25,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**Qty Price Breaks:**

**Additional discount off manufacturers price list price if the Proposer's total contract value exceeds:  
2<sup>nd</sup> year**

**\$5,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$10,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$15,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$20,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$25,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$30,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$35,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$40,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$45,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$50,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**



**Qty Price Breaks:**

**Additional discount off manufacturers price list price if the Proposer's total contract value exceeds:  
3<sup>rd</sup> year**

**\$5,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$10,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$15,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$20,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$25,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$30,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$35,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$40,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$45,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$50,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$55,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$60,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$65,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$70,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$75,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$80,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$95,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$100,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$105,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**\$110,000,000.00 = \_\_\_\_\_ % additional discount off manufacturers price list.**

**3. SUPPLEMENTAL INFORMATION**

Proposer(s) shall complete the following required information. Where additional space is needed and/or where specifically requested, submit an attached letter.

Identify any subcontractors who will perform services in fulfillment of contract requirements; the nature of services to be performed and, anticipated dollar value of each subcontract. Include federal tax identification (TIN) number for each subcontractor:

|    |    |      |  |
|----|----|------|--|
| 1. | \$ | Tin: |  |
| 2. | \$ | Tin: |  |
| 3. | \$ | Tin: |  |

Indicate via attached letter your ability to provide training requirements specified herein.

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Describe in an attached letter your overall service capabilities in the performance of contractual requirements.

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**CONTRACTOR WAREHOUSE** Proposer(s) shall indicate below each warehouse location at which material, equipment or supplies will be stored.

ADDRESS: 

---

---

---

PHONE: 

---

CONTACT: 

---

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**SERVICING:** Indicate below the names and addresses of sales representatives and specific territories covered. Proposer's ability to service state agencies including local sales representation may be a factor in the award. Contractor must provide immediate attention to problem areas as they arise regardless of location. Submit an attached letter if necessary.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TERRITORY: \_\_\_\_\_  
PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TERRITORY: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**AGENCY USERS LOCATIONS**

The following agencies have been identified as users of this contract. Reference Section I, Paragraph 2B.

| Agency Name | Location Contact Person | Phone |
|-------------|-------------------------|-------|
| _____       | _____                   | _____ |
| _____       | _____                   | _____ |
| _____       | _____                   | _____ |
| _____       | _____                   | _____ |

**FACTORY AUTHORIZED SERVICE:**

Factory authorized service must be available in the destination area. List your service centers including name and address of each.

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**4. SERVICE CENTERS**

**5. WARRANTY**

Warranty information to be provided by Proposer(s).

**6. REFERENCES**

**Names of references for which contracts were/are held for furnishing items within the scope of this RFP. If a number of categories are bid you must provide 5 references for each category.** The five (5) references score will be totaled then an average obtained. Proposer(s) to include names and references for which contracts were/are held in the furnishing of bid commodity. Proposer(s) is to provide five references for bid. Proposer(s) must indicate what type of communication equipment was placed in service. Each reference listed must have completed Attachment “B”. If you fail to provide a reference questionnaire Attachment “B” for each reference, you will lose 140 points for each reference questionnaire Attachment “B” you fail to provide. Your proposal maybe deem non-responsive and your proposal rejected if you do not receive a minimum of 105 total reference points per each category bid.

Information required for references

|                                               |  |
|-----------------------------------------------|--|
| Company Name                                  |  |
| Address                                       |  |
| City State Zip                                |  |
| Contact Person/Title                          |  |
| Phone                                         |  |
| E-mail address                                |  |
| Communication Equipment Type place in service |  |

|                                               |  |
|-----------------------------------------------|--|
| Company Name                                  |  |
| Address                                       |  |
| City State Zip                                |  |
| Contact Person/Title                          |  |
| Phone                                         |  |
| E-mail address                                |  |
| Communication Equipment Type place in service |  |

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|                                               |  |
|-----------------------------------------------|--|
| Company Name                                  |  |
| Address                                       |  |
| City State Zip                                |  |
| Contact Person/Title                          |  |
| Phone                                         |  |
| E-mail address                                |  |
| Communication Equipment Type place in service |  |

|                                               |  |
|-----------------------------------------------|--|
| Company Name                                  |  |
| Address                                       |  |
| City State Zip                                |  |
| Contact Person/Title                          |  |
| Phone                                         |  |
| E-mail address                                |  |
| Communication Equipment Type place in service |  |

|                                               |  |
|-----------------------------------------------|--|
| Company Name                                  |  |
| Address                                       |  |
| City State Zip                                |  |
| Contact Person/Title                          |  |
| Phone                                         |  |
| E-mail address                                |  |
| Communication Equipment Type place in service |  |

**7. OFFER AND AWARD**

Proposer(s) are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, the State of Washington's Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Proposer(s), Definitions), and Sales/Service & Subcontractor Report are binding terms of this contract. It is important that you read and understand these documents. These documents are available on our website at <http://www.ga.wa.gov/pca/cps.htm> If you do not have Internet access, you may contact the State Procurement Officer to obtain copies of any and all documents contained in this bid package.

**STANDARD DEFINITIONS** *revised 03/25/03*

**STANDARD INSTRUCTIONS FOR BIDDER** *revised 03/25/03*

**STANDARD TERMS AND CONDITIONS** *revised 04/10/03*

Proposer(s) further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

|                                              |                  |                |                                  |                 |
|----------------------------------------------|------------------|----------------|----------------------------------|-----------------|
| _____<br>(Company Name)                      |                  |                | _____<br>(Typed or Printed Name) |                 |
| _____<br>(Address)                           |                  |                | _____<br>(Title)                 |                 |
| _____<br>(City)                              | _____<br>(State) | _____<br>(Zip) | _____<br>(Phone No.)             |                 |
| _____<br>(Federal Tax Identification Number) |                  |                | _____<br>(Proposer Signature)    | _____<br>(Date) |

\_\_\_\_\_  
**CONTRACT AWARD**  
 (For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Office of State Procurement, Purchasing and Contract Administration, to be effective \_\_\_\_\_, Year \_\_\_\_\_. This is a Partial/Total award for \_\_\_\_\_.

**Authorized Signatures**

|                                      |                 |                               |                 |
|--------------------------------------|-----------------|-------------------------------|-----------------|
| _____<br>(State Procurement Officer) | _____<br>(Date) | _____<br>(Purchasing Manager) | _____<br>(Date) |
|--------------------------------------|-----------------|-------------------------------|-----------------|



**VI. CHECK LIST**

This checklist is provided for Proposer's convenience only and identifies the bid documents that must be submitted with each package. Any bid packages received without these documents may be deemed non-responsive and may not be considered for award.

**Bid Submittals to be returned with bid:****Completed**

Bid submittal entitled: Offer and Award

\_\_\_\_\_

Bid submittal entitled: Bid Information

\_\_\_\_\_

Bid submittal entitled: Price Sheets

\_\_\_\_\_

Bid submittal entitled: Supplemental Information

\_\_\_\_\_

Bid submittal entitled: Repair Facilities

\_\_\_\_\_

Bid submittal entitled: Warranty

\_\_\_\_\_

Bid submittal entitled: References

\_\_\_\_\_

Bid submittal entitled: Specifications

\_\_\_\_\_

Bid submittal entitled: Certification of Conflict of Interest

\_\_\_\_\_

Bid submittal entitled: Offeror Management Evaluation Submittals

\_\_\_\_\_

Bid submittal entitled: Additional Copies of Price Sheet Attachments, product information only, no pricing. (refer to section II)

\_\_\_\_\_

Bid submittal entitled: Additional Copies of RFP (refer to Section II)

\_\_\_\_\_

Bid submittal entitled: Catalogs and Manufacturer Price Lists

\_\_\_\_\_

Bid submittal entitled: Other

\_\_\_\_\_

**Bid submittals to be returned after award:**

The following documents need not be returned with bid submission. However, contractor will be required to submit such documents at a later date as required by contract terms or as requested by the Procurement Officer.

Certificate of Insurance

\_\_\_\_\_

Bid submittal entitled: Sales and Subcontractor Report Attachment C

\_\_\_\_\_

Other

\_\_\_\_\_

## ATTACHMENT “A”

### Western States Contracting Alliance RFP ATTACHMENT “A”

#### WSCA PARTICIPATING STATES/UNIQUE TERMS AND CONDITIONS

##### Hawaii

#### **I. Statutory Law and Administrative Rules**

The laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code, the State Procurement Office General Terms and Conditions, and other provisions established by, charter, ordinance, or rules by its counties shall govern this agreement.

#### **II. State of Hawaii Commitment**

The State of Hawaii is a Participating State for this Western States Contracting Alliance (WSCA) contract. Because of existing State of Hawaii primary contracts for communication equipment, systems, and support services, the WSCA contract for communication equipment, systems, and support services will be secondary and non-mandatory. If a contractor under an existing State of Hawaii primary contract is unable to deliver under the terms of the primary contract or the product or service is not suited to the agency's needs, the WSCA contract may be used after first obtaining a waiver.

Since participating State of Hawaii agencies and jurisdictions are not mandated to purchase from this WSCA contract, waivers will not be required for purchases from sources outside of this contract. However, Chapter 103D, HRS, and the procurement rules shall apply to purchases outside of this contract, unless the agency is exempt from Chapter 103D. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the agency.

#### **III. State of Hawaii Companies**

State of Hawaii companies as authorized by the manufacturers will provide support services for the awarded communication equipment and systems.

#### **IV. Termination for Convenience**

The State of Hawaii may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The procurement officer shall give written notice of the termination to the contractor(s) specifying the part of the contract terminated and when termination becomes effective.

#### **V. Hawaii's Electronic Procurement System**

The State of Hawaii is planning to establish Hawaii's Electronic Procurement System (H'ePS) to order goods and services. Although specific details of the proposed H'ePS are not currently available, vendors are advised that the manner in which business is to be conducted with the State will be affected, and that the method of payment may be by electronic purchase order or purchasing card.

#### **VI. Use of Price/Vendor Lists by Nonprofit Organizations**

Pursuant to Section 103D-804, HRS, nonprofit organizations with a current purchase of service contract (Chapter 103F, HRS) have been invited to participate in State Procurement Office (SPO) price/vendor lists.

If a nonprofit organization wishes to purchase from this WSCA price/vendor list, the nonprofit organization, must obtain approval from the price/vendor list contractor, i.e., participation must be mutually agreed upon. The price/vendor list contractor may choose to deny participation by a nonprofit organization.

Idaho

No additional terms

**Western States Contracting Alliance  
RFP ATTACHMENT "A"  
WSCA PARTICIPATING STATES/UNIQUE TERMS AND CONDITIONS**

Oregon

**Participating Addendum Execution**

Orders may not be placed by Purchasing Entities in Oregon until execution of a Participating Addendum in the following form.

**OREGON PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
PUBLIC SAFETY COMMUNICATION CONTRACT  
02702**

This Participating Addendum (this "Addendum") is entered into by and between the State of Oregon, acting by and through its Department of Administrative Services State Procurement Office("DAS"), and \_\_\_\_\_ (the "Contractor"). This Addendum shall become effective on the date when all parties have executed this Addendum and necessary approvals are in place.

**RECITALS**

- A. The State of Oregon, as a member of the Western States Contract Alliance, participated in a competitive procurement conducted by the Washington Department of General Administration, Office of State Procurement for the purchase of Public Safety Communication Equipment;
- B. Contractor submitted a successful proposal to sell Public Safety Communication Equipment;
- C. The State of Oregon and other authorized entities in the State of Oregon desire to purchase from Contractor, from time to time, Public Safety Communication Equipment, and Contractor desires to sell those products.
- D. In consideration of the terms and conditions contained in the WSCA Contract between \_\_\_\_\_ ("Contractor") and the Washington Department of General Administration, Office of State Procurement ("WSPO") on behalf of the State of Washington and the participating members of the Western States Contracting Alliance, as well as other authorized purchasers, the terms and conditions in this Addendum, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**1.0 Definitions.** The following terms shall have the meanings set forth below. In addition to the terms defined below, the terms defined in the Price Agreement shall have the meaning set forth therein, and such definitions are incorporated into this Addendum by this reference.

"Authorized Purchaser" means a Purchasing Entity that is an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

"Competitive Procurement Standards" means the document identified as Part 2 in Section I, Announcement and Special Information of the RFP

"WSPO" means the Washington Department of General Administration, Office of State Procurement, which is the Lead State in the solicitation that resulted in the Price Agreement with Contractor.

"ORCPP" means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a Price Agreement entered into by the State.

"Price Agreement" means the Contract No. 02702, between Contractor and WSPO, which sets forth terms, conditions and requirements for purchase by Purchasing Entities of the goods and services described therein.

"Purchase Order" means the purchase order document submitted to Contractor by an Authorized Purchaser which specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Price Agreement and this Addendum.

"State" means the State of Oregon, acting by and through its Department of Administrative Services ("DAS").

**2.0 Scope.** This Addendum contains additional terms and conditions specifically applicable to individual contracts between Contractor and all government entities within the State of Oregon, including all state agencies and departments, and local public bodies, including the cities, courts, counties, public schools and institutions of higher education, and ORCPP members, who are authorized to purchase products and services under the terms and conditions of the Price Agreement and this Addendum.

**3.0 Terms of the Price Agreement; Restrictions on Purchase Orders.**

**3.1 Terms.** The terms and conditions of the Price Agreement that are intended to be applicable to all Purchasing Entities are hereby incorporated by this reference and made a part of this Addendum except as excludes below. Terms and Conditions and statutory references that are intended only to be applicable to State of Washington Purchasing Entities are excluded from this Addendum. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Price Agreement, the terms and conditions of this Addendum, together with its Exhibits, shall take precedence. The terms and conditions of this Addendum, along with its Exhibits, and the terms and conditions of the Price Agreement, together with its Exhibits, set forth the entire agreement of the parties with respect to the subject matter of their agreement. Terms and conditions of this Addendum and the Price Agreement, together with their Exhibits, shall not be modified by any Purchase Order or otherwise, and any such attempts to modify terms and conditions shall have no effect, unless the modification is made according to the terms of the Price Agreement or this Addendum.

**3.2 Purchase Orders.** Authorized Purchasers may purchase goods and services under the Price Agreement and this Addendum by submitting a Purchase Order to Contractor for any of the goods of services specified in the Price Agreement.

**3.3 Restrictions.** Notwithstanding the previous Section 3.2, Contractor shall not accept Purchase Orders for, nor sell under this Addendum to any Authorized Purchaser, any services or goods that are not identified in the Price Agreement

**3.4 Effect of Purchase Orders.** Contractor, by executing this Addendum, acknowledges and agrees that each Authorized Purchaser shall only be liable for purchases made by the respective Authorized Purchaser agencies. Contractor agrees to look solely to the Authorized Purchaser for payments related to Purchase Orders issued by that Authorized Purchaser, and for any other rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's goods or services and the resulting contractual relationship, if any, with each such Authorized Purchaser. Contractor acknowledges and agrees that Authorized Purchasers shall be entitled to the same warranties, rights, remedies and benefits that are contained in the Price Agreement and this Addendum for any purchases made by Authorized Purchasers pursuant to Purchase Orders. No language contained in a Purchase Order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to the Addendum under which the order is placed. The substantive provisions of any Purchase Order, work order, or delivery order are limited to: procurement and agreement identification numbers, identification of purchaser, designation of goods and services ordered, quantity, delivery schedule, delivery or performance location, and invoicing address.

**3.5 Verification of Authorized Purchasers.** Contractor shall be responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line using the State of Oregon's Vendor Information Program (VIP), Menu Option #6, Directories. VIP can be accessed: (a) through the Web at <http://tpps.das.state.or.us/purchasing> (click on Vendor information) or (b) at State of Oregon Procurement Centers; call (503) 378-4642 for information.

**3.6 Purchase Order Documents.** State of Oregon Agencies and other Authorized Purchasers may use their own forms for Purchase Orders to purchase goods or services under the Purchase Agreement. However, to the extent that the terms of such Purchase Orders differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Further, each Purchase Order from an Authorized Purchaser that is not an agency of the State of Oregon shall contain on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE WESTERN STATES CONTRACTING ALLIANCE MASTER PRICE AGREEMENT \_\_\_\_\_. THE TERMS AND CONDITIONS OF THE AFORESAID MASTER PRICE AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF

OREGON APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

### **3.7 Purchase Order Procedures.**

- (a) **State of Oregon Agencies.** Authorized State of Oregon Agencies shall use either the general State-approved Purchase Order referencing the Price Agreement Number, or their own internal Purchase Order, to make purchases from Contractor pursuant to this Addendum and the Price Agreement;
- (b) **Other Authorized Purchasers.** Authorized Purchasers other than State of Oregon Agencies shall use their own Purchase Orders to make purchases from Contractor pursuant to this Addendum and the Price Agreement, in accordance with the terms and conditions set forth in the WSCA Master Price Agreement.

**4.0 Changes to Provisions in the Price Agreement.** For purposes of establishing the terms and conditions of the contract, if any, between DAS and Contractor arising out of this Addendum, or the contract between the Contractor and an Authorized Purchaser created by the Authorized Purchaser issuing to Contractor a signed Purchase Order, the terms of the Price Agreement shall be amended as follows:

**4.1** Section 13, Part II of the WSCA Terms and Conditions is deleted, and replaced in its entirety with the following paragraph: "Each Purchase Order that is accepted by the Contractor will become a part of the agreement as to the products and services listed on the Purchase Order only; no additional terms or conditions will be added to the Price Agreement as the result of the Purchase Order. In the event of any conflict among these documents, the following order of precedence shall apply:

The Terms and Conditions of this Participating Addendum;  
The Special Terms and Conditions of the Price Agreement  
The WSCA terms and conditions of the Price Agreement;  
The Terms and Conditions of The Competitive Procurement Standards

**4.2** Section 25, Part II, of the WSCA Terms and Conditions is deleted. The first two paragraphs Section 25, Part III of the Competitive Procurement Standards, are deleted. The following replaces the items deleted by this paragraph: "Payment shall be due and owing no later than thirty (30) days from date of acceptance or expiration of inspection period, whichever occurs first. Contractor may only assess overdue account charges in accordance with ORS 293.462."

**4.3** Section 35, Part II, Competitive Procurement Standards, is deleted and replaced with the following: "ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to the indemnification obligations, neither party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract."

**4.4** Section 15, Part II, of the WSCA Terms and Conditions and Section 15, Part III, of the Competitive Procurement Standards are deleted, and there is substituted in its place the following provisions:

(1) General Indemnity. Contractor shall defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon, its agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

(2) Contractor shall, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchasers, State, and any agency of the State of Oregon and all of their officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim"). Any participation of the State of Oregon pursuant to this subsection shall not relieve Contractor of its obligation to save, hold harmless and indemnify the State of Oregon under this section, provided that the State of Oregon may not settle any Infringement Claim or action without Contractor's prior written consent, which shall not be unreasonably withheld. **Contractor and its attorneys shall not purport to represent as legal counsel, or make any appearance on behalf of the State of Oregon or any**

***of its agencies, departments, officers or employees in any settlement negotiations, discussions or proceedings without first obtaining permission from the Oregon Attorney General or any authorized Assistant Attorney General.***

(3) Any Authorized Purchaser shall have the right to have its own counsel and participate in the defense of any Infringement claim. If the Authorized Purchaser reasonably concludes that its interests are not being properly protected, it may enter any action. Contractor may not settle any Infringement Claim on the State of Oregon's behalf without the prior written consent of the Oregon Department of Justice. Further, if principles of governmental or public law are involved, the State of Oregon may participate in the defense of any infringement claim. Any participation of the State of Oregon pursuant to this subsection shall not relieve Contractor of its obligation to save, hold harmless and indemnify the State of Oregon under this section, provided that the State of Oregon may not settle any Infringement Claim or action without Contractor's prior written consent, which shall not be unreasonably withheld.

(4) If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser shall return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor shall refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

**5.0 Additional Terms and Conditions .** In addition to the terms of the Price Agreement, as amended by Section 4 of this Addendum, and any contracts formed by an Authorized Purchaser issuing a signed Purchase Order to Contractor, shall include the following terms and conditions:

**5.1 Merger Clause; Waiver.** This Addendum, and the Price Agreement, and attached exhibits constitute the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of State of Oregon to enforce any provision of this Addendum shall not constitute a waiver by State of Oregon of that or any other provision.

**5.2 Independent Contractor.** Contractor's services are those of an independent contractor. Contractor is not an officer, employee or agent of the State of Oregon or of any Authorized Purchaser, as those terms are used in ORS 30.265.

**5.3 Term and Termination of Participating Addendum.**

(a) This Addendum shall become effective on the date of the Price Agreement. Thereafter, this Addendum shall remain in effect until the earlier of (i) the expiration or termination of the Price Agreement, or (ii) termination of this Addendum in accordance with its terms.

(b) The State may, in its sole discretion, terminate this Addendum, in whole or in part, upon thirty (30) days written notice to Contractor

(c) State may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as State may establish in such notice, upon the occurrence of any of the following events:

i) State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to administer this Addendum;or

ii) Federal or State laws, regulations or guidelines are modified or interpreted insuch a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source.

iii) Contractor commits any material breach of the Price Agreement including this Addendum or a Purchase Order

(d) Pursuant to this Section 5.3, upon receipt of written notice of termination, Contractor shall stop performance under this Addendum as directed by the State.

(e) Termination of this Addendum shall not extinguish or prejudice either Party's rights to enforce this Addendum or the Price Agreement with respect to the breach of any provision of this Addendum or the Price Agreement.

#### **5.4 Termination of Individual Purchase Orders.**

(a) Individual Purchase Orders may be terminated at any time by mutual written consent of the Authorized Purchaser and the Contractor or the Authorized Purchaser may, in its sole discretion, at any time terminate individual Purchase Orders, in whole or in part, provided that the Contractor has not yet shipped the goods ordered under the Purchase Order.

(b) The Authorized Purchaser may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

(i) The Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order; or

(ii) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the Authorized Purchaser is prohibited from paying for such goods from the planned funding source.

iii) Contractor commits any material breach of the Price Agreement including this Addendum or a Purchase Order

(c) Pursuant to this Section 5.5, upon receipt of written notice of termination, Contractor shall stop performance under the Purchase Order as directed by the Authorized Purchaser.

(d) Termination of a Purchase Order shall not extinguish or prejudice the Authorized Purchaser's right to enforce the Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Authorized Purchaser to indemnification by Contractor. In addition, termination of a Purchase Order shall not extinguish or prejudice the Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Purchase Order is so terminated, the Authorized Purchaser shall pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by the Authorized Purchaser.

**5.6 Compliance with Applicable Law.** Without limiting Contractor's obligations under Part II, Section 12 of the Price Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Contract, and an Authorized Purchaser's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555. In addition, Contractor warrants goods and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**5.7 Recycled Products.** Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the Contract. These products shall include recycled paper, recycled PETE products, as defined in ORS 279.545(5), and other recycled plastic resin products.

#### **5.8 Notices.**

(a) Except as otherwise provided in a Purchase Order, any formal communications between the parties to or notices to be given under a Purchase Order shall be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or



number set forth on the Purchase Order. Any communication so addressed and mailed shall be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile shall be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate authorized representative.

(b) As between Contractor and State with respect to this Addendum, the authorized representatives of Contractor and State are, respectively:

CONTRACTOR:  
Supplied in the Contractor's Proposal

STATE: Teresa Hicks  
1225 Ferry St. SE, U140  
Salem, Oregon 97301-4285  
(503) 373-1250

**5.9 Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the UCC shall govern this Addendum.

**5.10 Jurisdiction and Venue.** Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, shall be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section shall be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or in State or Federal Court. Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon that arise from or related to individual Purchase Orders or this Addendum shall be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resided or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchase shall be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**5.11 Tax Certification.** Contractor represents and warrants to State that the Contractor Data and Tax Certification in the form attached hereto as Exhibit A is true and accurate as of the effective date of this Addendum, and that Contractor will notify State in writing if such data or certifications change during the term of the Price Agreement such that the attached Exhibit A is no longer true and accurate.

**5.12 Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

**5.13 Funds available and authorized/non-appropriation.** If Authorized Purchaser is a State Agency the following applies: By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then current budgetary period, the Authorized Purchaser represents its belief that it has sufficient funds then currently available and authorized for expenditure to finance the costs of the Purchase Order. Contractor understands and agrees that an Authorized Purchaser's payment of amounts under a Purchase Order attributable to goods delivered or work performed after the last day of the budgetary period in which the Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from the Oregon Legislative Assembly or other appropriating authority, appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the goods or services described in the Purchase Order.

**5.14 Severability.** The parties agree that if any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

Survival Any terms of this the Price Agreement including this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Addendum.

**5.15 Insurance.** Before beginning work under this Addendum or a Purchase Order, the Contractor shall provide proof that the following insurance requirements have been met:

**WORKER'S COMPENSATION:** All employers, including Contractor, that employ subject workers who work under this Addendum in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**COMPREHENSIVE OR COMMERCIAL ADMINISTRATIVE LIABILITY:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Comprehensive or Commercial Administrative Liability Insurance covering bodily injury and property damage.

This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Addendum and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

**AUTOMOBILE LIABILITY:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial Administrative Liability Insurance. Combined Single limit per occurrence shall be not less than \$1,000,000.

**TAIL INSURANCE:** If any liability insurance coverage required under this Addendum is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a period of 24 months or the maximum time period the Contractor's insurer will provide, if less than 24 months.

**ADDITIONAL INSURED:** The liability insurance coverages that are required for performance of the Contract shall include the State of Oregon, the Department of Administrative Services and the State's divisions, including their officers and employees, as additional insureds, and the State's divisions, including their officers and employees as additional insureds, but only with respect to the Contractor's activities to be performed under this Addendum.

**NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage without Contractor first giving 30 days' written notice to State. Any failure to comply with the reporting requirements, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to the State of Oregon, its Department of Administrative Services and their divisions, officers and employees.

**CERTIFICATES OF INSURANCE:** As evidence that the Contractor has obtained the insurance coverage required by this Contract, The Contractor shall furnish Certificate(s) of Insurance to the Department of Administrative Services, Purchasing Section. The Certificate(s) will specify all of the parties who are additional insureds (or loss payees). Insurance coverage required under this Addendum shall be obtained from acceptable national insurance companies. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance.

## **6. Administrative Fees.**

(a) Contractor shall pay to State an administrative fee equal to 0.01% (one percent) of the total dollar amount of Contractor's sales of Oregon goods charges (the "Net Sales") to Authorized Purchasers under this Addendum (the "Administrative Fee").

(b) Payments. Contractor shall make, or cause to be made, quarterly payment of the Administrative Fee not later than 30 days following the end of each quarter ("Administrative Payment"). All payments shall be in a form of a check made payable to Department of Administrative Services, remitted to:

Department of Administrative Services/PFSS  
Attn: State Procurement Office  
1225 Ferry Street SE, U140  
Salem, Oregon 97301-4285

(c) Interest. Contractor shall pay interest on any past due Administrative Payment at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, for the entire period that any portion of the Administrative Payment remains past-due as a result of Contractor's neglect or mistake. Interest payments due State under this subsection shall not limit, and shall be in addition to any rights or remedies State may have under this Addendum or otherwise.

**7. Accounting and Reporting.**

(a) Administrative Payment Reports. Contractor shall submit a report with each Administrative Payment ("Administrative Report") which contains (i) complete and accurate details of the Net Sales for the relevant quarter; (ii) Contractor's corresponding calculation of the Administrative Fees due State for such quarter; and (iii) such other information as State shall, from time to time, reasonably require. Contractor shall send an Administrative Report each quarter whether or not there are reportable Administrative Fees.

(b) Volume and Sales Reports. Contractor shall provide to State no later than the last of the month immediately following the preceding quarter, a quarterly volume and sales report to the State. The report shall clearly indicate the Price Agreement number. Report shall provide information in the following specific categories:

(i) For each Authorized Purchaser, listed separately, and listing State of Oregon Agencies first, Contractor shall provide:

1. The revenue generated by the goods, services and airtime charges purchased by the Authorized Purchasers;
2. A description, by item, of all goods, services and rate plans purchased by the Authorized Purchaser;
3. The unit price and extended total, itemized by goods, services and rate plans purchased by the Authorized Purchaser;

(ii) Total dollar amount of purchases made under this Addendum by State agencies only for the quarter.

(iii) Total dollar amount of purchases made under this Addendum by all other Authorized Purchases, other than State agencies, for the quarter.

(c) Report Format. Contractor shall supply all required reports in a format agreed upon by State and Contractor. Contractor may e-mail reports to: pam.johnson@state.or.us, or another person designated by State, but Contractor must also provide a hard copy by mail.

THE STATE RESERVES THE RIGHT TO TERMINATE THIS ADDENDUM IF SALES AND VOLUME REPORTS ARE NOT RECEIVED FOLLOWING THIRTY (30) DAYS NOTICE TO CONTRACTOR THAT SAID REPORTS ARE DUE AND HAVE NOT BEEN RECEIVED.

(d) Accuracy of Administrative Reports. State's receipt or acceptance of any Administrative Payment or Administrative Report shall not preclude State from challenging the validity or accuracy thereof at any time. In the event that any inconsistencies or mistakes are discovered in such payments, Contractor shall immediately rectify such inconsistencies or mistakes by making the appropriate payments to State, (together with, in the case of negligence on the part of Contractor as to timely or accurate payment, interest from the date that payment was due at the rate set forth in Section 6(c) of this Addendum) or by submitting to State a correct and accurate Administrative Report for the applicable quarter. All information and data furnished by Contractor to State shall be prepared in accordance with generally accepted accounting principles and practices consistently applied ("GAAP"), unless otherwise directed by the State.

**8. Record keeping.** Contractor shall keep Purchase Orders, inventory records, correspondence, account books, records and duplicates of all invoices to State of Oregon agencies ("Records") showing the distribution of goods and services purchased under this Addendum. Such Records shall be maintained for a period of at least 6 years after the payment of the corresponding Administrative Payment and shall be available for inspection and copying by duly authorized representatives of State in accordance with the provisions of Section 9 below.

**9. Audit of Sales Volume and Payment of Administrative Fee.** State, at its own expense, shall have the right, during regular business hours upon 72 hours notice, by itself or by a person authorized by it, to audit, two times during any

fiscal year, Contractor's Records and other pertinent data, to determine and verify the figures reported in any Administrative Reports furnished to State by Contractor. Contractor shall make such Records and other pertinent data available to State or its authorized representative at Contractor's business premises. State shall take reasonable steps to ensure that any such auditors treat as confidential all information made available during the audit and, subject to the Oregon Public Records Law, ORS 192.410 through 192.505, and consistent with their duties as public servants, to not disclose such information to any third party or to use such information for anything other than the purposes set forth herein. In the event that any such audit reveals underpayment of Administrative Fees, Contractor shall forthwith pay the amount of deficiency, together with interest thereon at the rate provided in Section 6(c) of this Addendum, provided that such underpayment is due to the mistake or neglect of Contractor. Nothing in this Agreement shall require Contractor to disclose cost, profit or overhead data, including, but not limited to direct and indirect rates, markups, profit margins or other trade secret information, or, confidential employee records.

**10. Calendar Quarters.** For the purposes of this Addendum, and submission of all Administrative Payments and Administrative Reports, calendar quarters end on March 31, June 30, September 30 and December 31 of each calendar year.

In witness whereof, the parties have executed this Addendum as of the date of execution by both parties.

**Contractor**

**THE STATE OF OREGON,  
ACTING BY AND THROUGH  
ITS DEPARTMENT OF  
ADMINISTRATIVE SERVICES**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**APPROVED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
**Assistant Attorney General**

\_\_\_\_\_  
**Date**

Washington  
**Participating Addendum**

The State of Washington will have the following convenience contract running concurrently with the WSCA contract:

| <u>CONTRACT:</u>                     | <u>STOP DATE:</u> |
|--------------------------------------|-------------------|
| 01801 900 Mhz MHSB DIGITAL MICROWAVE | 06/04/2005        |
| 03300 MICROWAVE RADIOS               | 02/19/2004        |
| 03599 MICROWAVE ANTENNAS, WAVEGUIDES | 11/01/2003        |
| 13499 COMMUNICATION TOWERS           | 04/14/2004        |

## ATTACHMENT “B” REFERENCE QUESTIONNAIRE

Past performance will receive relative consideration as designated in each segment, as identified below. All sub-factors are of equal importance. The Proposer(s) is responsible for providing a copy of the “Past Performance Questionnaire” to no less than 5 references for completion and delivery of completed sealed surveys with their RFP proposal response, and with a signed copy of Attachment “B” for each reference. If Proposer(s) fails to provide references at the time the RFP is submitted the RFP may be deemed non-responsive. If Proposer(s) failed to provide 5 references then that Proposer(s) will lose 140 points per reference not submitted. N/A or no response to a question = 0 points for that questions.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Name</b><br><br><b>Contact Name</b><br><br><b>Contact Phone / FAX Number</b><br><br><b>Contact Email Address</b><br><br><b>Indicate the number of radios placed</b><br><br><b>It is requested that you complete the questionnaire by answering questions provided and making any additional comments you feel important in evaluating the suppliers performance and equipment satisfaction. Complete candidness is appreciated.</b> |
| <b>Question 1: Past Performance</b>                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Answer: circle</b><br><br><b>Circle the Performance Level</b><br><br><div style="display: flex; justify-content: space-around; text-align: center;"> <span><b>Level 7</b></span> <span><b>Level 6</b></span> <span><b>Level 5</b></span> <span><b>Level 4</b></span> <span><b>Level 3</b></span> <span><b>Level 2</b></span> <span><b>Level 1</b></span> </div><br>Comments:                                                                |
| <b>Question 2: Delivery As Promised?</b>                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Answer: circle</b><br><br><b>Circle the Performance Level</b><br><br><div style="display: flex; justify-content: space-around; text-align: center;"> <span><b>Level 7</b></span> <span><b>Level 6</b></span> <span><b>Level 5</b></span> <span><b>Level 4</b></span> <span><b>Level 3</b></span> <span><b>Level 2</b></span> <span><b>Level 1</b></span> </div><br>Comments:                                                                |

**Question 3: Equipment Provided Meets Operational requirements****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 4: Equipment Provided Meets Specifications****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 5: Provided Necessary Documentation (e.g. warranties, instructional materials, directions)****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 6: Interconnects Appropriately with Existing Equipment****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 7: Maintenance Was Performed as Required?****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 8: Reliability – Did Equipment Perform as Expected?****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 9: Would you buy from this Manufacturer again?****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:



**Question 10: Did the equipment you purchased from this Manufacturer require interoperability with any other manufacturer? YES\_\_\_\_\_ NO\_\_\_\_\_**

**If YES, then please rate the equipment's Interoperability with the other manufacturer**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 11: Warranty/Customer Service Support**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 12: Did your contract or purchase agreement with this manufacturer require interaction with agency(ies) or other vendors when solving a equipment problems?**

**YES\_\_\_\_\_ NO\_\_\_\_\_**

**If YES, then please rate this manufacturers ability to interact with others to solve problems**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 13: Use of Current Technology in this manufacturer's products****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 14: Fitness for use of company products****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 15: Effectiveness of company services (e.g. support and repair)****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 16: Company's efforts to develop business relationship with you as a customer****Answer: circle****Circle the Performance Level**

|                |                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Level 7</b> | <b>Level 6</b> | <b>Level 5</b> | <b>Level 4</b> | <b>Level 3</b> | <b>Level 2</b> | <b>Level 1</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

Comments:

**Question 17: Execution/Efficiency of Manufacturer during performance of your agreement:**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 18: Value of Company products to your system(s)**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 19: Value of Company services to your system(s)**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

**Question 20: Rate your overall satisfaction with this Manufacturer.**

**Answer: circle**

**Circle the Performance Level**

**Level 7      Level 6      Level 5      Level 4      Level 3      Level 2      Level 1**

Comments:

The state will make additional copies of the completed sealed evaluations.

Product and Service – compliance with contract requirements

Timeliness of Performance – met interim milestones, responsive to technical direction, completed on time, including wrap-up and contract administration, met repair response times, etc.

Cost Control – within budget – current accurate and complete billings – relationship of bid costs to actual costs – cost efficiencies...

Business Relations – effective management, reasonable/cooperative behavior – flexible effective contractor recommended solutions – business like concern for customer’s interests.

Community Relations – Citizen like concern for community safety.

*Performance for non-cost factor (past performance) will be scored as raw points from 1(lowest) to 7 (highest) using the following definitions: (N/A responses = 0) The points will be totaled.*

Performance Level 7: Performance indicates excellent capability and support of the contract. Performance stands above all others. There are no critical shortfalls.

Performance Level 6: Performance is above expectation, far exceeds desired quality, and stands out. May have shortfalls in a few non-critical areas.

Performance Level 5: Performance is slightly above expectations and for the most areas exceeds desired quality. Has exhibited some shortfalls in a few non-critical areas.

Performance Level 4: Performance meets minimum expectations and is generally adequate. Has exhibited shortfalls in performance in non-critical areas and does not stand out.

Performance Level 3: Performance is seldom complete, deficiencies exist in critical areas and limited shortfalls exist in non-critical areas.

Performance Level 2: Performance is not complete and serious shortfalls in capability exist.

Performance Level 1: Performance is non existent in critical and non-critical areas.

## REFERENCE RELEASE AUTHORIZATION

I \_\_\_\_\_ **representing** \_\_\_\_\_  
(                      Name                      )                      Company

I authorize the Department of General Administration to conduct a reference check. I understand that the references that I have listed are encouraged to answer all questions listed on the questionnaire and anything they submit will not be held against them.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

For \_\_\_\_\_  
Company Name

Date \_\_\_\_\_

## ATTACHMENT “C” SALES/SERVICE AND SUBCONTRACTOR REPORT

For each contract held, you have agreed to fill out a quarterly sales and MWBE report, providing the information requested below. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st. This report may be obtained electronically at our website <http://www.ga.wa.gov/pca/supplier.htm> and click Sales and Subcontractor Report. You may submit this form via fax at (360) 586-4944, email [pcamail@ga.wa.gov](mailto:pcamail@ga.wa.gov), or mail to Office of State Procurement PO BOX 41017 Olympia WA 98504-1017.

### SECTION A (Sales by contractor)

|                                                                                                                                                                                                                                                                             |                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract No:</b> _____<br><b>Contractor Name:</b> _____<br><b>Procurement Officer:</b> _____<br><b>Contract Term:</b> _____<br><b>Reporting Period:</b> Qtr 1    Qtr 2    Qtr 3    Qtr 4<br><div style="text-align: center; font-size: small;">(Please circle one)</div> | <b>Contract Title:</b> _____<br><b>OSP Supplier/Vendor Registration No.:</b> _____<br><b>Contact Person:</b> _____<br><b>Contractor Signature:</b> _____<br><b>Date:</b> _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(Should agree with the total sales reported in Sections B & C) **TOTAL SALES THIS QUARTER:** \$ \_\_\_\_\_  
Check here if sales equal zero this quarter: ☐

### SECTION B (State Break down)

Please provide breakdown of amounts paid by states.

| State      | Dollar Amount | Number of Units | State        | Dollar Amount | Number of Units |
|------------|---------------|-----------------|--------------|---------------|-----------------|
| Idaho      | \$            |                 | Minnesota    | \$            |                 |
| Nevada     | \$            |                 | Montana      | \$            |                 |
| Washington | \$            |                 | New Mexico   | \$            |                 |
| Alaska     | \$            |                 | Oregon       | \$            |                 |
| Arizona    | \$            |                 | South Dakota | \$            |                 |
| California | \$            |                 | Utah         | \$            |                 |
| Colorado   | \$            |                 | Wyoming      | \$            |                 |
| Hawaii     | \$            |                 |              | \$            |                 |

**Totals**      \$ \_\_\_\_\_

(Should equal total sales reported in Sections A ) **TOTAL SALES THIS QUARTER:** \_\_\_\_\_

### SECTION C

Distribution of total sales or services by purchaser. Please list all **revenue collected** (before taxes if possible) for each of the following agencies for the reporting period indicated above. **The State Procurement Officer may require additional contract usage information.**

Purchasers with reporting requirements are identified as:

- **State Agencies (this list is attached)**
- **Political Subdivisions** – Report a combined total sales for all public agencies of the State of Washington (cities, counties, school districts, fire districts, etc.); **(for a complete list check our website at <http://www.ga.wa.gov/pca/cooplist.htm> )**
- **Non-Profit Corporations** with 501c3 tax status/receiving local, state or federal funds either directly or through a political subdivision - Report a combined total for all non-profits; **(for a complete list check our website at <http://www.ga.wa.gov/pca/cooplist.htm> )**

## Attachment “D” ORAL PRESENTATION SCRIPT

The oral presentations will be conducted and ranked by the evaluation committee. The ranking will be based on Proposer(s) ability to provide the services necessary under this RFP as represented in the responses to script provided to them. The Proposer(s) will be given an assigned date for the oral presentation at the pre-bid. Each Proposer will be allotted an amount of time to present the scripted presentation with no interaction from the evaluation committee. This will be followed by a timed Q&A interaction period. Proposer(s) must focus on covering the script provided during the oral presentation time, since the responses will be evaluated and ranked by the evaluation committee. The Q&A section may be used to clarify questions the evaluation team may have. The Oral Presentations may be video taped or tape recorded and will be entirely incorporated into the Proposer’s proposal.

### **Current & Future Technology (40 minutes)**

Describe any changes that have occurred within the past 12-months (each category bid) (7 points available)

What changes if any are planned for your company to provide gateway devices to enhance interoperability? (7 points available)

Describe your company’s research and development program for new or advance technology? 7 points available)

What is your company’s 5-year vision for each category of each bid? (7 points available)

What is your company’s method of providing firmware upgrades? (7 points available)

What is your company’s method of providing software upgrades? (7 points available)

How does your company detail what the software and firmware upgrade included and who should not use the upgrade? (7 points available)

### **Project Delivery & Standards: (20 Minutes)**

Please describe your processing steps to get equipment into the field? (7 points available)

Please describe the process for repairing? Replacing? And/or Dealing with? units that fail in the field? (7 points available)

What is your company Policy for equipment failure? (7 points available)

Why is your company’s solution the best fit for WSCA considering our current environment consists of a number of vendors and manufacturers? (7 points available)

### **Training, Technical Support & Service: (25 Minutes)**

Describe your company’s overall training program and associated training costs to WSCA State? (7 points available)

Describe your company’s employee training program? (7 points available)

**Request for Proposal #02702**

Describe your technical support program, structure, and costs to WSCA such as costs for tech support. (7 points available)

Describe your process for resolving user requested enhancements and bug fixes. Please include time and cost issues. (7 points available)

Describe how you maintain customer satisfaction. (7 points available)

**WSCA Marketing Program: (20 Minutes)**

If awarded the WSCA contract to supply equipment and services, what is your marketing plan to bring all other WSCA states to the contract? (7 points available)

If awarded the WSCA contract, will you, and how will you, market the equipment and services to the states you currently have a contract with? (7 points available)

If awarded the WSCA contract, what is your delivery and rollout plan for Washington, Idaho and Oregon Montana? (7 points available)

**Additional Information (15 Minutes)**

Additional information you feel is required for any company to be awarded this contract (15 Minutes). (7 points available)

Question and Answer Section



**COMPANY PROFILE**  
**ATTACHMENT "E"**

General Administration requests your voluntary assistance in completing this form. This enables us to obtain a more accurate view of the firms seeking to do business with the state. It assists us in planning outreach and training efforts to help businesses access state purchasing and contracting opportunities. The information is anonymous and is kept separately from any bid or contract files.

Is your business 51% or more owned and controlled by women or ethnic minorities? Y\_\_\_\_ N\_\_\_\_

Please check any that apply: ☐ Black/African American: ☐ Asian American/Pacific Islander

☐ Hispanic/Latino : ☐ American Indian/Alaskan Native

☐ Other describe \_\_\_\_\_

Is your business certified with any local, state or federal programs?

Washington State Office of Minority and Women's Business Enterprises? Y \_\_\_\_\_ N \_\_\_\_\_

Other - please describe and include certification number: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Annual Gross Revenue \_\_\_\_\_

Number of years in business \_\_\_\_\_ UBI # \_\_\_\_\_ Federal ID \_\_\_\_\_

License # \_\_\_\_\_

Please complete this form and submit it with your bid materials, vendor registration or you may mail/fax it directly to:

Marketing Manager  
Department of General Administration,  
PO Box 41017, Olympia, WA 98504-1017  
Fax - (360) 586-4944.



State of Washington  
**DEPARTMENT OF GENERAL ADMINISTRATION**

**Office of State Procurement**

210 11<sup>th</sup> Ave SW Rm. 201 GA Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400  
<http://www.ga.wa.gov/purchase>

**RSVP TO PRE-RELEASE MEETING**

Attachment "F"

Western State Contracting Alliance Public Safety Communication Contract  
RFI: 02702

I plan to attend the Pre-Proposal Conference on June 17, 2003 at 9:00 AM Yes/No (circle one), June 18, 2003 9:00 AM Yes/No (circle one) My company will have \_\_\_\_ (number of representatives) attending the Pre-Proposal Conference.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

The following name and address should be used for all correspondence related to the Request for Proposal.

Only potential offeror's who elect to return this completed form and who indicate an intention to submit a proposal will receive copies of all offeror written questions and the Procurement Officer's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

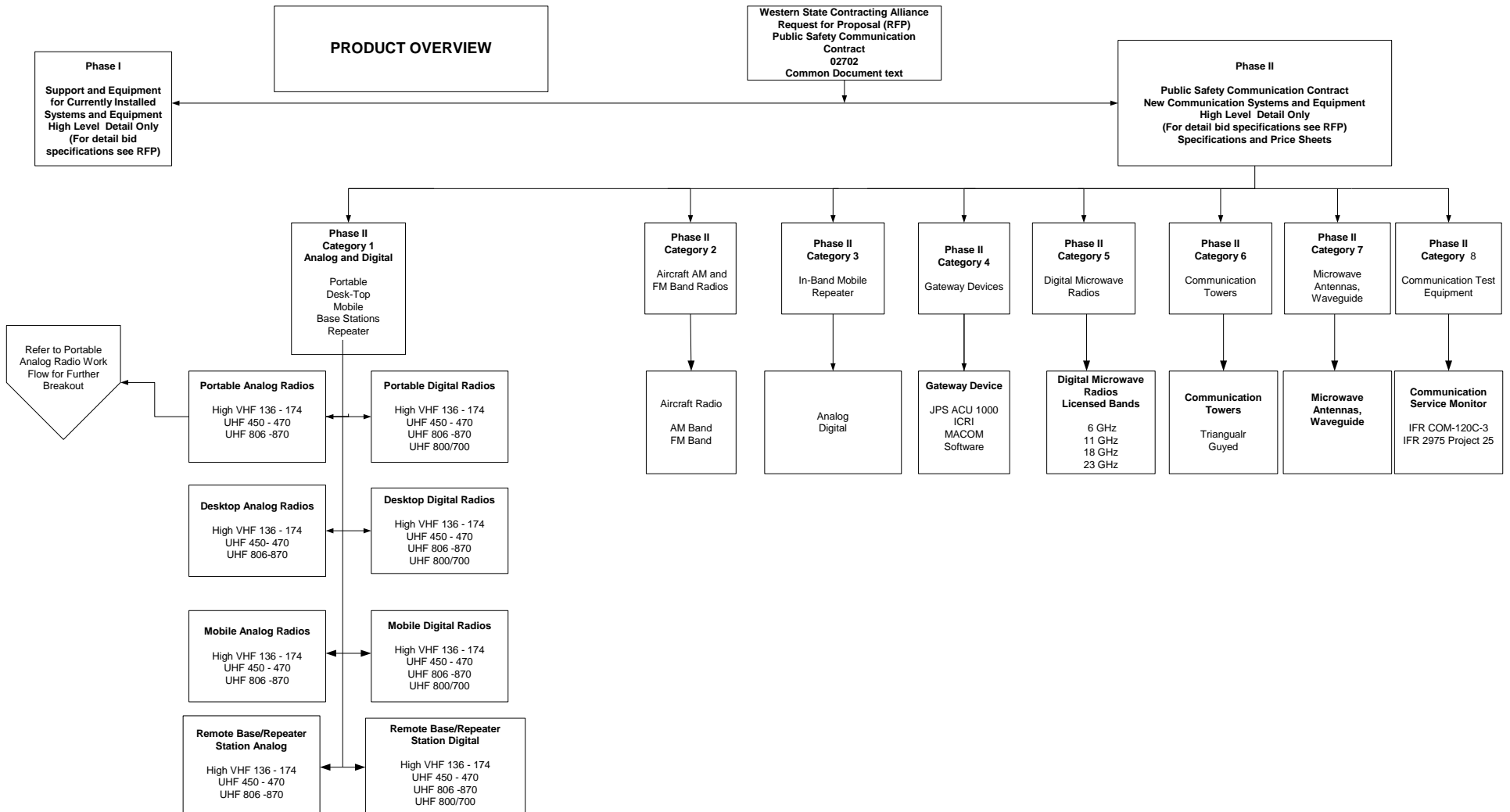
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_

Procurement Officer  
Guy Cranor  
210 11th Ave SW Rm 201 GA Bldg  
PO BOX 410017  
Olympia, WA 98504-1017  
Telephone (360) 902-7369  
Fax (360) 586-2426  
Email [gcranor@ga.wa.gov](mailto:gcranor@ga.wa.gov)

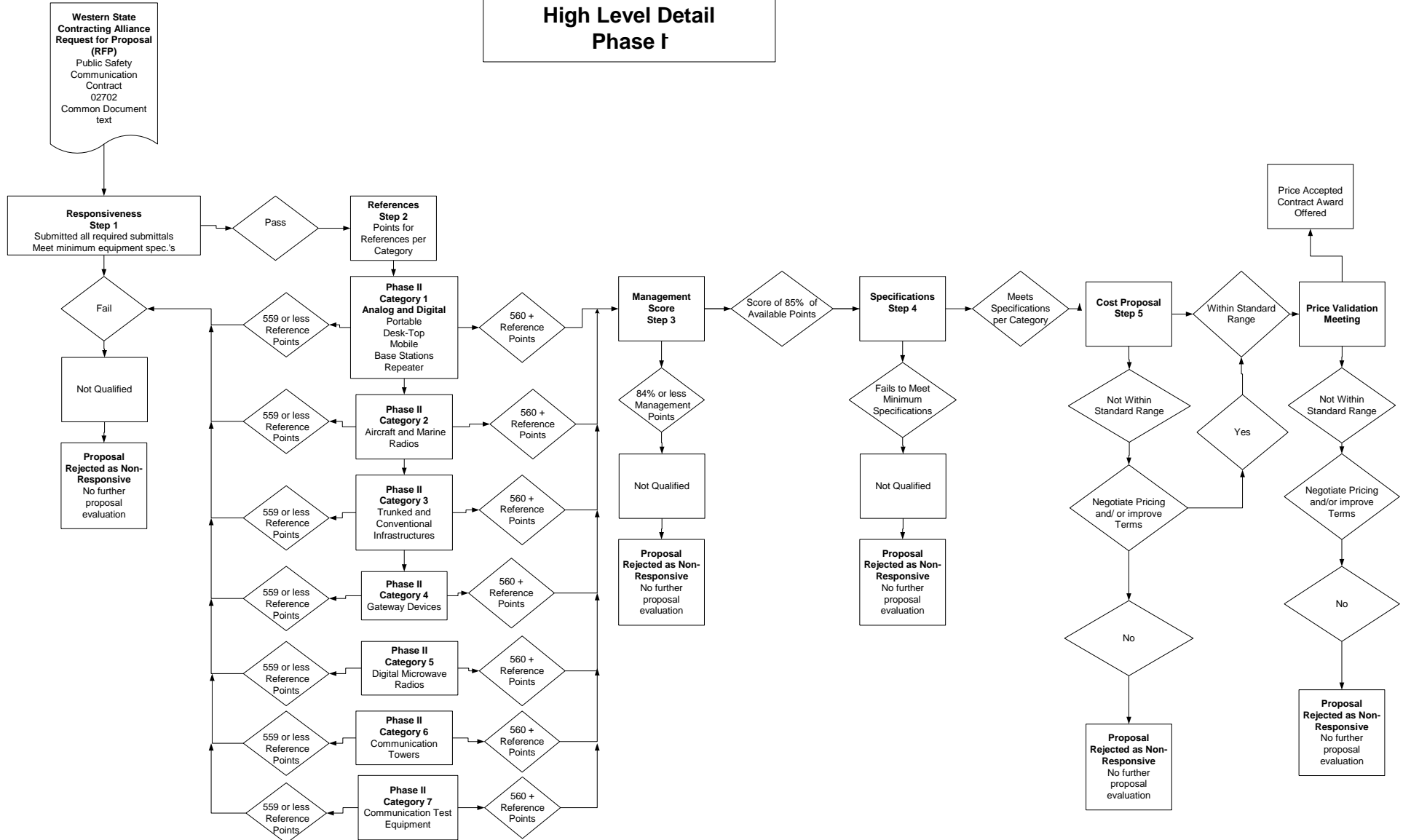
PLEASE FAX OR EMAIL RESPONSES BY June 10, 2003

## 02702 WSCA Public Safety Contract Timeline Attachment “G”

| <b>Requirement</b>                                                        | <b>Date</b>          | <b>Status</b> |
|---------------------------------------------------------------------------|----------------------|---------------|
| Received WSCA Approval to move forward on contract                        | February 2002        | Completed     |
| Contact all WSCA States Procurement Officers responsible for this service | March 2002           | Completed     |
| Survey Completed and return to Washington State                           | April 25, 2002       | Completed     |
| Initiate Market Research for Bid specification                            | May 2002             | In Process    |
| Will have Request of Proposal Completed for Consultant for Bid            | June 6, 2002         | Awarded       |
| Specification recommendations sent to the participating states            | January 2003         | In Process    |
| Specification recommendations due back from states                        | January 2003         | Not Started   |
| Specifications (final draft) sent to states                               | May 21, 2003         | In Process    |
| Specifications changes due from states                                    | May 27, 2003         | Not Started   |
| Internet site in service (MACRO, WSCA, WA, APCO)                          | March 2003           | Completed     |
| Release RFP                                                               | May 29, 2003         | Not Started   |
| Deadline to submit written questions for Pre-Bid                          | June 10, 2003        | Not Started   |
| Pre-Proposal Conference (Travel required)                                 | June 17 and 18, 2003 | Not Started   |
| Deadline to submit written questions from Pre-Bid                         | June 23, 2003        | Not Started   |
| Response to written Questions and RFP Amendments                          | June 28, 2003        | Not Started   |
| Deadline to submit written questions                                      | July 7, 2003         | Not Started   |
| Proposal due                                                              | July 22, 2003        | Not Started   |
| Proposal Evaluation Washington State to determine qualified Proposals     | July 25, 2003        | Not Started   |
| Evaluation team meet and score Proposal (Travel required)                 | July 29, 2003        | Not Started   |
| Oral Presentation(s) if required (Travel required)                        | August 4, 2003       | Not Started   |
| Demonstration by top Proposer(s) if required (Travel required)            | August 2003          | Not Started   |
| Award Sign                                                                | August 2003          | Not Started   |
| Roll out / End of Protest period                                          | Sept. 2003           | Not Started   |



# Contract Award Flow Chart High Level Detail Phase I



# Contract Award Flow Chart High Level Detail Phase II

